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| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  | | RATING N/A | PAGE 1 OF 1 PAGES |
| 2. CONTRACT NUMBER | | 3. SOLICITATION NUMBER PR-NC-03-10224 | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | 5. DATE ISSUED April 28, 2003 | 6. REQUISITION/PURCHASE NUMBER PR-NC-03-10224 |
| 7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers) Environmental Protection Agency RTP Procurement Operations Division (D143-01) 4930 Old Page Road Research Triangle Park, NC 27709 | | | 8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only) Environmental Protection Agency RTP Procurement Operations Division (D143-01) Attn: L. Pierce Research Triangle Park (Industrial Area), NC 27711 | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--|-----------------------------------------------------------------------------------|
| 9. Sealed offers in original and <u>7</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until <u>11:00 AM</u> local time <u>6/3/03</u> (Hour) (Date) | | | |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation. | | | |
| 10. FOR INFORMATION CALL: | A. NAME LINDA K. PIERCE | | B. TELEPHONE (NO COLLECT CALLS) AREA CODE 919 NUMBER 541-2147 EXT. |
| | | | C. E-MAIL ADDRESS pierce.linda@epa.gov |


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OFFER (Must be fully completed by offeror)

| | | | |
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| NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period. | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8) | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:) | AMENDMENT NO. | DATE | AMENDMENT NO. DATE |
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
| 15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE | | 17. SIGNATURE |
| | | | 18. OFFER DATE |

AWARD (To be completed by Government)

| | | |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)  | ITEM |
| 24. ADMINISTERED BY (If other than item 7) CODE | 25. PAYMENT WILL BE MADE BY CODE: Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711 | |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Prescribed by GSA - FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)**

This clause is only applicable to contract line item numbers 0016, 1016, 2016, 3016 and 4016. See Statement of Work, Attachment 1, Appendix VI.

During the period specified in the Section I, "Ordering" clause, the Government shall place orders totaling a minimum of two (2) hours. The maximum amount of all orders shall not exceed 20,000 hours per performance period.

B.2 CONSIDERATION AND PAYMENT--ITEMIZED FIXED PRICES (EP 52.216-170) (APR 1984)

BASE PERIOD: 10/01/2003 through 09/30/2004

| CLIN | DESCRIPTION | QTY | UNIT | UNIT PRICE | AMOUNT |
|------|----------------------------------------------------------------------------------|-----|------|------------|----------|
| 0001 | Chief Supervisor Monday-Friday, 0800-1630 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 0002 | Assistant Chief Supervisor M-F, 0800-1630 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 0003 | Receptionist (Bldg. C Lobby) M-F, 0800-1630 (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 0004 | Security Desk (Bldg. C Lobby) Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 0005 | Security Console Room Monday-Sunday, 24 Hours (2 persons per shift) | 12 | MO | \$ _____ | \$ _____ |
| 0006 | Interior Building Patrol Monday-Sunday, 24 Hours (2 persons per shift) | 12 | MO | \$ _____ | \$ _____ |
| 0007 | North Parking Deck Entrance M-F, 0545-2100 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 0008 | South Parking Deck Entrance M-F, 0545-2100 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |

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| 0009 | Parking Patrol M-F, 0600-1800 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 0010 | Alexander Drive Gate Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 0011 | Hopson Road Gate M-F, 0600-1800 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 0012 | National Computer Center (NCC)- Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 0013 | Roving Patrol Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 0014 | UNC-Human Studies Facility (HSF) Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 0015 | NHEERL Facility Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 0016 | Optional Requirement: Special Requirements & Emergency Services (Section H.4 & SOW-Section F, & SOW-Appendix VI), CALL ORDERS MIN: 2 HOURS, MAX: 20,000 HOURS | 1 | HOUR | \$ _____ | CLIN MAX:20,000 HOURS \$ _____ |
| 0017 | Optional Requirement: Operation of Delivery Control Security Booth for Areas A/B/C Loading Docks, M-F, 0800-1700 Hours (1 person) (Section H.5 & SOW-Appendix I @ Section I) | | | \$ _____ | PER MONTH |
| 0018 | Optional Requirement: Operation of Delivery Control Security Booth for Area E Loading Dock, M-F, 0800-1700 Hours (1 person) (Sect. H.5 & SOW-Appendix I @ Section I) | | | \$ _____ | PER MONTH |
| 0019 | Optional Requirement: Operation of X-Ray Machine & Magnetometer at BLdg. "C" Lobby M-F, 0700-1700 Hours, (2 persons) (Sect. H.5 & SOW-Appendix I | | | \$ _____ | PER MONTH |

@ Section I)

0020 Optional Requirement:
 Operation of X-Ray Machine & Magnetometer at NCC Lobby
 M-F, 0700-1700 Hours(1 person)
 (Sect. H.5 & SOW-Appendix II
 @ Section D) \$ _____ PER MONTH

OPTION I PERIOD: 10/01/2004 through 09/30/2005

| CLIN | DESCRIPTION | QTY | UNIT | UNIT PRICE | AMOUNT |
|------|---------------------------------------------------------------------------------------------------------------------|-----|------|------------|----------|
| 1001 | Chief Supervisor Monday-Friday, 0800-1630 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 1002 | Assistant Chief Supervisor M-F, 0800-1630 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 1003 | Receptionist (Bldg. C Lobby) M-F, 0800-1630 (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 1004 | Security Desk (Bldg. C Lobby) Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 1005 | Security Console Room Monday-Sunday, 24 Hours (2 persons per shift) | 12 | MO | \$ _____ | \$ _____ |
| 1006 | Interior Building Patrol Monday-Sunday, 24 Hours (2 persons per shift) | 12 | MO | \$ _____ | \$ _____ |
| 1007 | North Parking Deck Entrance M-F, 0545-2100 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 1008 | South Parking Deck Entrance M-F, 0545-2100 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 1009 | Parking Patrol M-F, 0600-1800 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 1010 | Alexander Drive Gate Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 1011 | Hopson Road Gate M-F, 0600-1800 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 1012 | National Computer Center (NCC)- Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |

| | | | | | |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|----------|--------------------------------|
| 1013 | Roving Patrol Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 1014 | UNC-Human Studies Facility (HSF) Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 1015 | NHEERL Facility Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 1016 | Optional Requirement: Special Requirements & Emergency Services (Section H.4 & SOW-Section F, & SOW-Appendix VI), CALL ORDERS MIN: 2 HOURS, MAX: 20,000 HOURS | 1 | HOUR | \$ _____ | CLIN MAX:20,000 HOURS \$ _____ |
| 1017 | Optional Requirement: Operation of Delivery Control Security Booth for Areas A/B/C Loading Docks, M-F, 0800-1700 Hours (1 person) (Section H.5 & SOW-Appendix I @ Section I) | | | \$ _____ | PER MONTH |
| 1018 | Optional Requirement: Operation of Delivery Control Security Booth for Area E Loading Dock, M-F, 0800-1700 Hours (1 person) (Sect. H.5 & SOW-Appendix I @ Section I) | | | \$ _____ | PER MONTH |
| 1019 | Optional Requirement: Operation of X-Ray Machine & Magnetometer at Bldg. "C" Lobby M-F, 0700-1700 Hours, (2 persons) (Sect. H.5 & SOW-Appendix I @ Section I) | | | \$ _____ | PER MONTH |
| 1020 | Optional Requirement: Operation of X-Ray Machine & Magnetometer at NCC Lobby M-F, 0700-1700 Hours(1 person) (Sect. H.5 & SOW-Appendix II @ Section D) | | | \$ _____ | PER MONTH |

OPTION II PERIOD: 10/01/2005 through 09/30/2006

| CLIN | DESCRIPTION | QTY | UNIT | UNIT PRICE | AMOUNT |
|------|------------------|-----|------|------------|----------|
| 2001 | Chief Supervisor | 12 | MO | \$ _____ | \$ _____ |

| | | | | | |
|------|----------------------------------------------------------------------------------------------------------------------|----|----|----------|----------|
| | Monday-Friday, 0800-1630 Hours (1 person) | | | | |
| 2002 | Assistant Chief Supervisor M-F, 0800-1630 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 2003 | Receptionist (Bldg. C Lobby) M-F, 0800-1630 (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 2004 | Security Desk (Bldg. C Lobby) Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 2005 | Security Console Room Monday-Sunday, 24 Hours (2 persons per shift) | 12 | MO | \$ _____ | \$ _____ |
| 2006 | Interior Building Patrol Monday-Sunday, 24 Hours (2 persons per shift) | 12 | MO | \$ _____ | \$ _____ |
| 2007 | North Parking Deck Entrance M-F, 0545-2100 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 2008 | South Parking Deck Entrance M-F, 0545-2100 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 2009 | Parking Patrol M-F, 0600-1800 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 2010 | Alexander Drive Gate Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 2011 | Hopson Road Gate M-F, 0600-1800 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 2012 | National Computer Center (NCC)- Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 2013 | Roving Patrol Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 2014 | UNC-Human Studies Facility (HSF) Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 2015 | NHEERL Facility Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |

- 2016 Optional Requirement:
Special Requirements & Emergency Services 1 HOUR \$ _____
(Section H.4 & SOW-Section F, & SOW-Appendix VI), CALL ORDERS CLIN MAX:20,000 HOURS \$ _____
MIN: 2 HOURS, MAX: 20,000 HOURS
- 2017 Optional Requirement:
Operation of Delivery Control Security Booth for Areas A/B/C Loading Docks, M-F, 0800-1700 Hours (1 person) \$ _____ PER MONTH
(Section H.5 & SOW-Appendix I @ Section I)
- 2018 Optional Requirement:
Operation of Delivery Control Security Booth for Area E Loading Dock, M-F, 0800-1700 Hours (1 person) \$ _____ PER MONTH
(Sect. H.5 & SOW-Appendix I @ Section I)
- 2019 Optional Requirement:
Operation of X-Ray Machine & Magnetometer at Bldg. "C" Lobby M-F, 0700-1700 Hours, (2 persons) \$ _____ PER MONTH
(Sect. H.5 & SOW-Appendix I @ Section I)
- 2020 Optional Requirement:
Operation of X-Ray Machine & Magnetometer at NCC Lobby M-F, 0700-1700 Hours (1 person) \$ _____ PER MONTH
(Sect. H.5 & SOW-Appendix II @ Section D)

OPTION III PERIOD: 10/01/2006 through 09/30/2007

| CLIN | DESCRIPTION | QTY | UNIT | UNIT PRICE | AMOUNT |
|------|----------------------------------------------------------------------------------|-----|------|------------|----------|
| 3001 | Chief Supervisor Monday-Friday, 0800-1630 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 3002 | Assistant Chief Supervisor M-F, 0800-1630 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 3003 | Receptionist (Bldg. C Lobby) M-F, 0800-1630 (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 3004 | Security Desk (Bldg. C Lobby) Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 3005 | Security Console Room | 12 | MO | \$ _____ | \$ _____ |

Monday-Sunday, 24 Hours
(2 persons per shift)

| | | | | | |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|----------|--------------------------------|
| 3006 | Interior Building Patrol Monday-Sunday, 24 Hours (2 persons per shift) | 12 | MO | \$ _____ | \$ _____ |
| 3007 | North Parking Deck Entrance M-F, 0545-2100 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 3008 | South Parking Deck Entrance M-F, 0545-2100 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 3009 | Parking Patrol M-F, 0600-1800 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 3010 | Alexander Drive Gate Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 3011 | Hopson Road Gate M-F, 0600-1800 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 3012 | National Computer Center (NCC)- Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 3013 | Roving Patrol Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 3014 | UNC-Human Studies Facility (HSF) Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 3015 | NHEERL Facility Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 3016 | Optional Requirement: Special Requirements & Emergency Services (Section H.4 & SOW-Section F, & SOW-Appendix VI), CALL ORDERS MIN: 2 HOURS, MAX: 20,000 HOURS | 1 | HOUR | \$ _____ | CLIN MAX:20,000 HOURS \$ _____ |
| 3017 | Optional Requirement: Operation of Delivery Control Security Booth for Areas A/B/C Loading Docks, M-F, 0800-1700 Hours (1 person) (Section H.5 & SOW-Appendix I @ Section I) | | | \$ _____ | PER MONTH |

- 3018 Optional Requirement:
 Operation of Delivery Control Security Booth for Area E Loading Dock, M-F, 0800-1700 Hours (1 person)
 (Sect. H.5 & SOW-Appendix I @ Section I) \$ _____ PER MONTH
- 3019 Optional Requirement:
 Operation of X-Ray Machine & Magnetometer at Bldg. "C" Lobby M-F, 0700-1700 Hours, (2 persons)
 (Sect. H.5 & SOW-Appendix I @ Section I) \$ _____ PER MONTH
- 3020 Optional Requirement:
 Operation of X-Ray Machine & Magnetometer at NCC Lobby M-F, 0700-1700 Hours (1 person)
 (Sect. H.5 & SOW-Appendix II @ Section D) \$ _____ PER MONTH

OPTION IV PERIOD: 10/01/2007 through 09/30/2008

| CLIN | DESCRIPTION | QTY | UNIT | UNIT PRICE | AMOUNT |
|------|----------------------------------------------------------------------------------|-----|------|------------|----------|
| 4001 | Chief Supervisor Monday-Friday, 0800-1630 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 4002 | Assistant Chief Supervisor M-F, 0800-1630 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 4003 | Receptionist (Bldg. C Lobby) M-F, 0800-1630 (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 4004 | Security Desk (Bldg. C Lobby) Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 4005 | Security Console Room Monday-Sunday, 24 Hours (2 persons per shift) | 12 | MO | \$ _____ | \$ _____ |
| 4006 | Interior Building Patrol Monday-Sunday, 24 Hours (2 persons per shift) | 12 | MO | \$ _____ | \$ _____ |
| 4007 | North Parking Deck Entrance M-F, 0545-2100 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 4008 | South Parking Deck Entrance M-F, 0545-2100 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 4009 | Parking Patrol | 12 | MO | \$ _____ | \$ _____ |

M-F, 0600-1800 Hours (1 person)

| | | | | | |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|----------|--------------------------------|
| 4010 | Alexander Drive Gate Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 4011 | Hopson Road Gate M-F, 0600-1800 Hours (1 person) | 12 | MO | \$ _____ | \$ _____ |
| 4012 | National Computer Center (NCC)- Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 4013 | Roving Patrol Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 4014 | UNC-Human Studies Facility (HSF) Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 4015 | NHEERL Facility Receptionist/Security Officer Monday-Sunday, 24 Hours (1 person per shift) | 12 | MO | \$ _____ | \$ _____ |
| 4016 | Optional Requirement: Special Requirements & Emergency Services (Section H.4 & SOW-Section F, & SOW-Appendix VI), CALL ORDERS MIN: 2 HOURS, MAX: 20,000 HOURS | 1 | HOUR | \$ _____ | CLIN MAX:20,000 HOURS \$ _____ |
| 4017 | Optional Requirement: Operation of Delivery Control Security Booth for Areas A/B/C Loading Docks, M-F, 0800-1700 Hours (1 person) (Section H.5 & SOW-Appendix I @ Section I) | | | \$ _____ | PER MONTH |
| 4018 | Optional Requirement: Operation of Delivery Control Security Booth for Area E Loading Dock, M-F, 0800-1700 Hours (1 person) (Sect. H.5 & SOW-Appendix I @ Section I) | | | \$ _____ | PER MONTH |
| 4019 | Optional Requirement: Operation of X-Ray Machine & Magnetometer at BLdg. "C" Lobby M-F, 0700-1700 Hours, (2 persons) (Sect. H.5 & SOW-Appendix I @ Section I) | | | \$ _____ | PER MONTH |

4020 Optional Requirement:
Operation of X-Ray Machine &
Magnetometer at NCC Lobby
M-F, 0700-1700 Hours(1 person)
(Sect. H.5 & SOW-Appendix II
@ Section D)

\$_____ PER MONTH

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included at Attachment 1.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "_____ " dated _____, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM

policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|----------|----------|-------------------------------------|
| 52.246-4 | AUG 1996 | INSPECTION OF SERVICES--FIXED-PRICE |

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer, to be named at contract award, is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U. S. Environmental Protection Agency
Research Triangle Park, NC

E.3 CONTRACTORS FAILURE TO PERFORM REQUIRED SERVICES

The right of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this document. Specifically, the Government reserves its rights under the Inspection of Services and Default or Termination clauses. Any reductions pursuant to the Performance Requirements Standards (PRS), Attachment 7, developed for each performance-based standard, shall reflect the reduced value of services to be performed under the contract. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

E.4 GOVERNMENT QUALITY ASSURANCE

(a) In accordance with the Inspection of Service - Fixed price clause, each phase of services rendered on this contract is subject to Government inspections both during the Contractor's operations and after completion of

the tasks. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which he/she is responsible. The Contractor shall correct such deficiencies promptly and by written report to the Contractor Officer, shall address the corrective/preventive actions taken. The Government's QA Surveillance Program is not a substitute for Quality Control by the Contractor.

(b) The Project Officer may check the Contractor's performance and conduct any non-compliance, follow-up inspections, but only the Contracting Officer may take formal action against the Contractor for unsatisfactory performance.

(c) The Government will reduce the contractor's invoice or otherwise withhold payment for any individual item of non-conforming service observed as specified in CONTRACTORS FAILURE TO PERFORM REQUIRED SERVICES clause.

E.5 CONTRACTOR QUALITY CONTROL

(a) In accordance with the "FAR 52.246-4 Inspection of Services Fixed Price" Clause, the Contractor shall establish and maintain a complete Quality Control Program (QCP) that is acceptable to the Contracting Officer to assure the requirements of the contract are provided as specified. This system shall:

(1) Identify deficiencies in the quality of services performed throughout the entire scope of the contract and implement corrective action before the level of performance becomes unsatisfactory.

(2) Be implemented on the contract start date.

(b) Two (2) copies of the complete QCP shall be provided to the Contracting Officer for review and approval within 15 days after the contract start date (or as otherwise directed by the Contracting Officer), 15 days after start of Option periods and as changes to the program are proposed. The program shall include as a minimum:

(1) Specific areas to be inspected on either a scheduled or unsecheduled basis and how inspections are to be conducted.

(2) The name(s) of the individual(s) tasked to perform the quality control inspections, their qualifications and the extent of the authority.

(3) Procedures for written and verbal communication with the Government regarding the performance of the contract.

(4) Specific surveillance techniques for each contract service identified in the Performance Requirements Standards (PRS).

(c) A file of all Quality Control Inspection (QCI) results, and any corrective action required, shall be maintained by the Contractor throughout the term of this contract. This file shall be the property of the Government and made available to the Contracting Officer during regular hours. The QCI file shall be turned over to the Contracting Officer within (10) calendar days after completion or termination of the contract.

(d) The parties to this contract agree that the contractor, as a result of the contractual obligation to supervise the personnel furnished and oversee the quality of their performance, shall be conclusively presumed to have actual knowledge of work not performed and that therefore a written notice shall not be a prerequisite for reducing payment or assessing liquidated damages for non-performed service.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|--------------------------|
| 52.242-15 | AUG 1989 | STOP WORK ORDER |
| 52.242-17 | AUG 1984 | GOVERNMENT DELAY OF WORK |

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver reports in accordance with Attachment 2.

F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from October 1, 2003 through September 30, 2004 inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also

include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.2 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access

to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.3 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.4 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts: None

G.5 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause: **NONE**

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

SEE ATTACHMENT 3: GOVERNMENT FURNISHED PROPERTY PROVIDED AS "OBJECTS OF THE CONTRACT" AND GOVERNMENT FURNISHED PROPERTY PROVIDED "AS IS"

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such

records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,''' the contractor may

maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain

all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

Contractor Identification/Tag Number;
 Description;
 Manufacturer;
 Model;
 Serial Number;
 Acquisition Date;
 Date received;
 Acquisition Cost*;
 Acquisition Document Number;
 Location;
 Contract Number;
 Account Number (if supplied);
 Superfund (Yes/No);
 Inventory Performance Date;
 Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.6 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

Defense Contract Management Agency (DCMA)
 DCMA Atlanta
 805 Walker Street, Suite 1
 Marietta, GA 30060-2789

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.7 ACCESS TO GOVERNMENT MOTOR VEHICLE (RTP-G-2)

1. A portion of the effort requires the use of a Government motor vehicle and such vehicle is being made available to the Contractor pursuant to FAR 45.304.

2. While Contractor personnel are utilizing the Government vehicle, the Contractor is responsible for compliance with all laws, rules, and regulations governing the use of Government vehicles as set forth at 41 CFR 101-39 and CFR 101-38.301-1.

3. The Contractor's on-site supervisor will make arrangements with the Project Officer for availability of the Government vehicle.

4. While in possession of the Government vehicle, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

5. The Government vehicle shall be made available at the Government facility listed **on page 1** of this contract.

G.8 ANNUAL SUMMARY REPORT FORMAT (RTP-G-4)

The EPA form, "Report of Government-Owned/Contractor-Held Property" can be found on the internet at: http://www.epa.gov/oam/rtp_cmd under the heading "Forms."

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per

requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total

of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise

authorized by the Contracting Officer.

H.4 CALL ORDERS

This Section is only applicable to contract line item numbers 0016, 1016, 2016, 3016, 4016, (See Attachment 1, Statement of Work (SOW), Section F and SOW-Appendix VI).

(a) The Government will obligate funds equal to the total maximum amount of the above services, as listed and priced in Section B.2, when funds are made available for all other services in Section B.2. The Contractor shall not perform or invoice for any of these services until the Government provides written or oral direction as directed in paragraph (b) below.

(b) The Project Officer will order any supplies and services to be furnished under this contract by issuing "Call Orders" entitled Contract Services Call Order, EPA(RTP) 391 or an agency prescribed form. Call Orders may be issued from the effective date of the contract through the end of the effective contract period against the hours and dollars allotted in the referenced contract Sections shown in this clause. The Contractor shall not exceed the maximum hours identified under Section B.

(c) Any funds associated with unissued hours at the end of a period will be deobligated by the Contracting Officer by a contract modification.

H.5 OPTIONAL REQUIREMENTS

This clause is only applicable to the optional requirements for contract line item numbers (CLINs) 0017, 0018, 0019, 0020 (Base Period); 1017, 1018, 1019, 1020 (Option I); 2017, 2018, 2019, 2020, (Option II); 3017, 3018, 3019, 3020 (Option III); 4017, 4018, 4019, 4020 (Option IV). To exercise the Options for the CLIN services, described in the Attachment 1, Statement of Work, Appendix I, Section I, the Government will issue a contract modification. The Government may unilaterally exercise the optional requirements independent of one another. Although the price stated in the contract, Section B.2, Consideration and Payment Schedule, is for a unit of "Monthly", ordering and invoicing for these services for periods of less than one month will be prorated based on the actual days of work ordered. Orders may be placed for multiple months of service.

H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,

N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
Cost Control,
Timeliness of Performance,
Business Relations,
Compliance with Labor Standards,
Compliance with Safety Standards, and
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and

compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT-- FIXED PRICE (EPAAR 1552.217-77) (OCT 2000)

(a) The Government may unilaterally exercise an option to extend the effective period of this contract for four (4) additional period(s) at any time up to sixty (60) days after the expiration date, provided that the Government has given the Contractor written notice sixty (60) days prior to the expiration date. If more than (60) days remain in the contract effective period,, the Government, without prior written notification, may exercise this option by issuing a contract modification. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(b) If the options are exercised, the "Period of Performance" clause in F.4 will be modified to reflect the following:

| <u>Period</u> | <u>Start date</u> | <u>End date</u> |
|---------------|-------------------|-----------------|
| Option I_____ | 10/01/2004 | 09/30/2005 |
| Option II | 10/01/2005 | 09/30/2006 |
| Option III | 10/01/2006 | 09/30/2007 |
| Option IV | 10/01/2007 | 09/30/2008 |

(c) If the options are exercised, the prices specified in Clause B.2 "Consideration and Payment", as appropriate, will apply.

H.8 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not

dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.9 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.10 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (AUG 1993) DEVIATION

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.11 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (MAR 2001) DEVIATION

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To Agency contractors and other federal agencies and their contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising and representing the Agency or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);

(3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;

(4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), OPA Sec. 1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ("Potentially Responsible Parties") for purposes of facilitating collection, settlement or litigation of claims against such parties;

(5) To other Agency contractors who, for purposes of performing the

work required under their respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the CWA (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); CERCLA (42 U.S.C. 9601 et seq.); or the OPA (33 U.S.C. 2701 et seq.)

(6) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(8) To the Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;

(9) To entities such as the General Accounting Office, boards of contract appeals, and the courts in the resolution of solicitation or contract protests and disputes;

(10) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions, for the Agency; and

(11) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, CBI shall only be released under subparagraphs (1), (2), (3), (4), (5), (6), (7), or (10) pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR 1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by

the subcontractor.

H.12 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.13 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Chief Supervisor: _____
 Assistant Chief Supervisor: _____
 Shift Supervisors: _____

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.14 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relation-ship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a

full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within five (5) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.15 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

CONTRACTOR SHALL PROVIDE PRIOR TO CONTRACT PERFORMANCE

H.16 SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING SERVICES ON-SITE FOR THE ENVIRONMENTAL PROTECTION AGENCY (EP-S 02-01) (JAN 2002)

(a) Definitions: For purposes of this clause, on-site refers to any federally-owned or leased space and any commercial space primarily occupied by federal workers. It also includes EPA designated superfund sites regardless of whether or not they are federally-owned or leased.

(b) Contractor employees working under this contract who will perform work on-site shall be subject to security screening requirements. Contractors are responsible for performing the background checks and for screening unacceptable candidates from the pool of on-site workers. Contractors are required to maintain records of background checks and to make them available for Government review upon demand.

(c) The Contractor is responsible for completing a background check on each of his employees prior to the employees beginning work on-site. To be

valid, a background check must have been performed within the 6 month period prior to the employee beginning on-site work. At a minimum, the background check will include:

1. National criminal and civil records;
2. Credit report;
3. Social security number trace;
4. Verification of US citizenship or legal resident status;
5. Written inquiries to appropriate local law-enforcement agencies, former employers and supervisors, references, and schools attended by the person under investigation; and
6. Professional license and certification verification.

(d) EPA may designate certain contractor employees who will be subject to higher levels of scrutiny. In those instances, the employee and the parameters of the investigation will be specified in this clause.

(e) Whenever a contractor becomes aware that the retention of an employee for work at an on-site location under an EPA contract is inconsistent with the interests of national security, such information shall be immediately provided to the Contracting Officer, and the employee shall be immediately removed from the site and replaced with a qualified substitute.

(f) The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

H.17 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (LOCAL LRT-01-01) (DEC 2001)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.18 GOVERNMENT HOLIDAYS (LOCAL LRT-04-02) (DEC 2001)

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day
 Martin Luther King's Birthday
 Presidents' Birthday

Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

H.19 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (LOCAL LRT-28-15) (DEC 2001)

The Contractor's insurance requirements of Clause 52.228-5, Insurance-- Work on a Government Installation (JAN 1997), shall be as follows:

At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy Federal and State laws;

(2) Employer's liability insurance of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers;

(3) General liability insurance for bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence; and

(4) Automobile liability insurance written on the comprehensive form of policy providing for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of the contract of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.20 ACCESS TO GOVERNMENT PROPERTY, SERVICE, AND/OR SPACE (LOCAL LRT-45-26) (DEC 2001)

1. A portion of the effort required to be accomplished under this contract must be performed at a Government facility. The Contractor shall be granted ingress and egress at such Government facility.

2. While Contractor personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety as they relate not only to their employees and agents, but also to other personnel who are Government employees or agents of the Government, and to property at the site regardless of ownership.

3. When the Contractor's team arrives at the Government facility, the team leader will make detailed arrangements with the Project Officer for access to and availability of the property, services, and space as listed hereafter.

4. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

5. The Government property, services, and/or space as listed hereafter to which the Contractor shall have access under this clause shall be made available at the Government facility. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby and shall equitably adjust the delivery or performance dates of the Contract and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of the contract entitled "Changes."

LOCATION: See Attachment 1, Statement of Work

PROPERTY: See Attachment 3, Government Furnished Property

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|--------------------------------------------------------------------------------------------------------------------------|
| 52.202-1 | DEC 2001 | DEFINITIONS |
| 52.203-5 | APR 1984 | COVENANT AGAINST CONTINGENT FEES |
| 52.203-6 | JUL 1995 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| 52.203-7 | JUL 1995 | ANTI-KICKBACK PROCEDURES |
| 52.203-10 | JAN 1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-12 | JUN 1997 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.209-6 | JUL 1995 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| 52.215-2 | JUN 1999 | AUDIT AND RECORDS--NEGOTIATION |
| 52.215-8 | OCT 1997 | ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT |
| 52.215-11 | OCT 1997 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS |
| 52.215-13 | OCT 1997 | SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS |
| 52.222-3 | AUG 1996 | CONVICT LABOR |
| 52.222-4 | SEP 2000 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION |
| 52.222-26 | APR 2002 | EQUAL OPPORTUNITY |
| 52.222-35 | DEC 2001 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| 52.222-37 | DEC 2001 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| 52.222-43 | MAY 1989 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) |
| 52.223-6 | MAY 2001 | DRUG-FREE WORKPLACE |
| 52.224-1 | APR 1984 | PRIVACY ACT NOTIFICATION |
| 52.224-2 | APR 1984 | PRIVACY ACT |
| 52.227-1 | JUL 1995 | AUTHORIZATION AND CONSENT |

| | | |
|-----------|----------|-------------------------------------------------------------------|
| 52.227-2 | AUG 1996 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |
| 52.229-3 | JAN 1991 | FEDERAL, STATE, AND LOCAL TAXES |
| 52.232-1 | APR 1984 | PAYMENTS |
| 52.232-8 | FEB 2002 | DISCOUNTS FOR PROMPT PAYMENT |
| 52.232-11 | APR 1984 | EXTRAS |
| 52.232-17 | JUN 1996 | INTEREST |
| 52.232-18 | APR 1984 | AVAILABILITY OF FUNDS |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS |
| 52.232-25 | FEB 2002 | PROMPT PAYMENT |
| 52.233-1 | JUL 2002 | DISPUTES |
| 52.233-3 | AUG 1996 | PROTEST AFTER AWARD |
| 52.237-2 | APR 1984 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION |
| 52.237-3 | JAN 1991 | CONTINUITY OF SERVICES |
| 52.242-13 | JUL 1995 | BANKRUPTCY |
| 52.243-1 | AUG 1987 | CHANGES--FIXED-PRICE ALTERNATE I (APR 1984) |
| 52.245-2 | DEC 1989 | GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY--SERVICES |
| 52.247-5 | APR 1984 | FAMILIARIZATION WITH CONDITIONS |
| 52.249-2 | SEP 1996 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) |
| 52.249-8 | APR 1984 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) |
| 52.253-1 | JAN 1991 | COMPUTER GENERATED FORMS |

I.2 GRATUITIES (FAR 52.203-3) (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I.3 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR

IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e) (1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.5 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within

30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not

exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.7 ORDERING (FAR 52.216-18) (OCT 1995)

(This clause is only applicable to contract line item numbers 0016, 1016, 2016, 3016, 4016, (Statement of Work (SOW), Section F and Attachment 1, SOW-Appendix VI.)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Call Orders, delivery orders or task orders by the individuals or activities designated in the Schedule.

(b) All call orders, delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a call order, delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.8 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(This clause is only applicable to contract line item numbers 0016, 1016, 2016, 3016, 4016, (Statement of Work (SOW), Section F and Attachment 1, SOW-Appendix VI.)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **2 hours**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the terms listed in Attachment 1, SOW-Appendix VI.

(2) Any order for a combination of items in excess of the terms listed in Attachment 1, SOW-Appendix VI.

(3) A series of orders from the same ordering office within one (1) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.9 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

This FAR Clause pertains to the following Call Order CLINs: 0016, 1016, 2016, 3016 and 4016.

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.

I.10 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days from the expiration of the period of performance.

I.11 UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or

surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or

more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

I.12 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-14) (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General Construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I.13 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JUN 1998) DEVIATION

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) SIC code 561612 is specifically included in the Offeror's approved business plan;

(2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of the clause.

(c) Any award resulting from this solicitation will be made by the Contracting officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The Contractor will notify the Environmental Protection Agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

I.14 SECTION 8(A) DIRECT AWARD (FAR 52.219-70XX) (JUN 1998)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the EPA. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
Attn: Ms. Barbara C. Freeman
Assistant District Director
for 8(a) Business Development
6302 Fairview Road, Suite 300
Charlotte, North Carolina 28210-2227

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

I.15 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (FAR 52.222-36) (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave; (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative

action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

I.16 SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR 52.222-41) (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts

or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section (6)(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of

any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor

which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by

virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall

not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I.17 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

| Employee Class | Monetary Wage- Fringe Benefits |
|----------------------------------|-----------------------------------|
| Guard I, CODE 27101 | \$11.01 |
| Guard II, CODE 27102 | \$12.31 |
| Computer Operator II, CODE 03042 | \$12.31 |
| Alarm Monitor, CODE 27004 | \$12.31 |

I.18 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (FAR 52.222-47) (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offers shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor Myers Investigative & Security Services Inc and the ITPEU (AFL-CIO). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I.19 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.20 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (FAR 52.228-5) (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.21 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-34) (MAY 1999)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.*

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any

payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by

EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.22 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.23 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.24 GOVERNMENT PROPERTY FURNISHED "AS IS" (FAR 52.245-19) (APR 1984)

(a) The Government makes no warranty whatsoever with respect to Government property furnished "as is," except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.

(b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.

(c) If there is any change in the condition of Government property furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property furnished "as is" in a condition other than that in which it was originally offered.

(d) Except as otherwise provided in this clause, Government property furnished "as is" shall be governed by the Government Property clause of this contract.

I.25 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I.26 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

| ATTACHMENT NUMBER | DESCRIPTION | NUMBER OF PAGES | ATTACHED (YES/NO) |
|----------------------|--------------------------------------------------------------------------------------------------------|--------------------|----------------------|
| 1 | Statement of Work | | X |
| 2 | Reports of Work & Certifications | | X |
| 3 | Government Furnished Property | | X |
| 4 | Wage Determination | | X |
| 5 | North Carolina Private Protective Services Board Chapter 74C, Private Protective Services Act | | X |
| 6 | Invoice Preparation Instructions | | X |
| 7 | Performance Requirements Standards | | X |
| 8 | Past Performance Reference Letter & Questionnaire | | X |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985) DEVIATION

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3)

above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991) DEVIATION

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT

CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561612.

(2) The small business size standard is \$10,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small

business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a

small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to

assure privacy
between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.10 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
☐ Asian or Pacific Islander.
☐ Black or African American.
☐ White.

K.11 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.12 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.13 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

**K.14 CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (LOCAL LRT-42-18)
(DEC 2001)**

a. Congressional district for offeror's place of business (as noted on
the SF1411):

Congressional district for offeror's place(s) of performance:

b. Dun and Bradstreet Number: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| NUMBER | DATE | TITLE |
|-----------|----------|-------------------------------------------------------------------------|
| 52.215-1 | OCT 1997 | INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997) |
| 52.222-24 | FEB 1999 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION |
| 52.232-38 | MAY 1999 | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER |

L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (SEP 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 OFFEROR RECOMMENDATIONS-QUALITY PERFORMANCE STANDARDS

Based on the Quality Performance Standards identified at Attachment 7, offerors are encouraged to submit, with the initial proposal, details of an incentive program that will result in the contract awardee developing and instituting an innovative and cost-effective method of performing the work.

Additionally, offerors are encouraged to submit any additional recommended Quality Performance Standards, not listed in Attachment 7, along with a related incentive, for the Governments consideration.

Any Quality Performance Standards or incentives submitted under this section will not impact the evaluation factors for award of any resulting contract.

L.4 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) ALTERNATE IV (OCT 1997) DEVIATION

Submission of cost or pricing data is not required. However, information other than cost or pricing data is required.

Offerors are advised that the Contractor Provided Equipment listed in the Statement of Work, Section H, cannot be recorded or accounted for as a direct expense under this contract.

(b) Cost or pricing proposal instructions:

(i) Clearly identify separate cost or pricing information associated with any:

(A) Options to extend the term of the contract;

(B) Options for the Government to order incremental quantities;
and/or

(C) Major tasks, if required by the special instructions.

(ii) If the contract schedule includes a "Fixed Rate for Services" clause, please provide in the cost proposal a schedule duplicating the

format in the clause and include proposed fixed hourly rates per labor category for the base and any optional contract periods.

(iii) If the contract includes the clause at EPAAR 1552.232-73 "Payments--Fixed-Rate Services Contract," or the clause at FAR 52.232-7, "Payments Under Time and Materials and Labor-Hour Contracts," include in the cost proposal the estimated costs and burden rate to be applied to materials, other direct costs, or subcontracts. The Government will include these costs as part of its cost proposal evaluation.

(iv) If other divisions, subsidiaries, a parent or affiliated companies will perform work, provide the name and location of such affiliate and offeror's intercompany pricing policy. Separately identify costs and supporting data for each entity proposed.

(v) The realism of costs, including personnel compensation rates (including effective hourly rates due to uncompensated overtime) will be part of the proposal evaluation. Any reductions to proposed costs or differences between proposed and known EPA/DCAA recommended rates must be fully explained. If an offeror makes a reduction which makes its offer or portions of its offer below anticipated costs, the offeror shall identify where (i.e., which elements of costs) the proposed reductions will be made. Unsubstantiated rates may result in an upward or downward adjustment of the cost proposals to reflect more realistic costs. Based on this analysis, a projected cost for the offeror will be calculated to reflect the Government's estimate of the offeror's probable costs. Any inconsistency, whether real or apparent, between the promised performance and cost or price should be explained. The burden of proof for cost credibility rests with the offeror.

(2) Direct Labor.

(i) The direct technical labor hours (level-of-effort) appearing in the solicitation are for professional and technical labor only. These hours do not include management at a level higher than project management, e.g., corporate and day-to-day management, nor do they include clerical and support staff at a level lower than technician. If it is the offeror's normal practice to charge these types of costs as direct costs, include these costs along with an estimate of the directly chargeable labor-hours for these personnel. These direct charges are to be shown separately from the technical (level-of-effort) effort. If this type of effort is normally included in the offeror's indirect cost allocations, no estimate is required. However, direct charging of these on any resulting contract will not be allowed. Additionally the direct technical labor hours are the workable hours required by the Government and do not include release time (i.e., holidays, vacation, etc.) Submit the proposal utilizing the labor categories and distribution of the level-of-effort specified in the solicitation. These are approximate distribution levels and do not necessarily represent the actual levels which may be experienced during contract performance.

(ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should

describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.

(iii) Describe for each labor category proposed, the company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.

(iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.

(v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

(vi) State whether any additional direct labor (new hire or temporary hires) will be required during the performance period of this acquisition. If so, state the number required, the professional or technical level and the methodology used to estimate proposed labor rates.

(vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable;

(C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(viii) Uncompensated overtime. The decision to propose uncompensated overtime is the offeror's decision. Should the offeror, however, elect to propose uncompensated overtime, the offeror must propose a methodology that is consistent with their cost accounting practices and company policy. If proposed, provide an estimate of any uncompensated overtime proposed for exempt personnel working at the offeror's facilities. This estimate should identify the number of uncompensated labor hours and

the percentage of compensated labor. Uncompensated labor hours are defined as hours for exempt personnel in excess of regular hours for a pay period which are actually worked and recorded in accordance with company policy. Provide a copy of the company policy on uncompensated overtime. Provide historical percentages of uncompensated overtime for the past three years. If proposed for subcontractors, provide separately with subcontractor information.

(ix) For labor rate contracts, for each fixed labor rate, offerors shall identify the basis for the loaded fixed hourly rate for each contract period for example, the rate might consist of the following cost elements: raw wage or salary rate, plus fringe benefits (if applicable), plus overhead rate (if applicable), plus G&A expense rate (if applicable), plus profit. When determining the composite raw wage for a labor category, the offeror shall:

(A) provide in narrative form the basis for the raw wage for each labor category. If actual wages of current employees are used, the basis for the projections should be explained.

(B) If employees are subject to the Service Contract Act or Davis Bacon Act, they must be compensated at least at the minimum wage rate required by the applicable Wage Determination.

(3) Indirect costs (fringe, overhead, general, and administrative expenses).

(i) If the rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.

(ii) Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data.

(iii) Provide actual pool expenses, base dollars, or hours (as applicable for the past five years). Include the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. Indicate the amount of unallowable costs included in the historical data.

(iv) Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note to paragraph (b)(3)(iv): The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the **Agency's** judgment of the most probable costs up to the amount of any stated ceiling.

(v) If the employees are subject to the Service Contract Act or

Davis Bacon Act, employees must receive the minimum level of benefits stated in the applicable Wage Determination.

(4) Travel expense.

(i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.

(ii) If the solicitation does not specify the amount of travel costs, attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destinations from and to, purpose and cost, e.g., mileage, transportation costs, subsistence rates.

(5) Equipment, facilities and special equipment, including tooling.

(i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items, including estimated usage hours, rates, and total costs.

(ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

(iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government **agency** which has cognizance over the property.

(iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(v) If special purposes facilities or equipment are being proposed, provide a description of these items, details for the proposed costs including competitive prices, and justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

(vi) If fabrication by the prime contractor is contemplated, include details of material, labor, and overhead.

(6) Other Direct Costs (ODC).

(i) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

(ii) If the amount is not specified in the solicitation, attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under the accounting system would be a direct charge on any resulting contract.

(iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.

(iv) Provide historical other direct costs dollars per level of effort hour on similar contracts or work assignments.

(7) Team Subcontracts. When the cost of a subcontract is substantial (5 percent of the total estimated contract dollar value or \$100,000, whichever is less), the offeror shall include the following subcontractor information:

(i) Provide details of subcontract costs in the same format as the prime contractor's costs. This detailed information may be provided separately to the EPA if the subcontractor does not wish to provide this data to the prime contractor. Cost data provided separately by a contractor must be received by the time, date and at the location specified for the receipt of proposals. The subcontractor's package should be clearly marked with the RFP number, the name of the prime offeror, and a statement that the package is subcontractor data relevant to the proposal from the prime offeror. If submitted with the prime contractor's proposal, identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate. Offerors are encouraged to provide letters of intent, signed by subcontractors, agreeing to a specified rate for life of the contract. Include a cost or price analysis of the subcontractor cost showing the reasons why the costs are considered reasonable;

(ii) Describe how the prospective team subcontractors were chosen as part of the offeror's proposed team; and rationale for selection;

(iii) Describe the necessity for the subcontractor's effort as either a supplement or complement to the offeror's in-house expertise;

(iv) Identify the areas of the scope of work and the level of effort the subcontractors are anticipated to perform. Provide a reconciliation summary of the proposed hours and ODCs for the prime contractor and proposed subcontractor(s).

(v) Describe the prime contractor's management structure and internal controls to ensure efficient and quality performance of team subcontractors.

(8) Facilities Capital Cost of Money (FCCM). When an offeror elects to claim FCCM as an allowable cost, the offeror must submit Form CASB-CNF and show calculation of the proposed amount. FCCM will be an allowable cost under the contemplated contract, if the criteria for allowability at FAR 31.205-10(a)(2) are met.

L.6 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

L.7 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be

served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Lauranne M. Vogel

Hand-Carried Address:

Environmental Protection Agency
4930 Old Page Road
Research Triangle Park, NC 27709

Mailing Address:

Environmental Protection Agency
RTP Procurement Operations Division (D143-01)
Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.8 SITE VISIT (FAR 52.237-1) (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.9 FINANCIAL STATEMENT (FAR 52.247-6) (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

L.10 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

L.11 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of October 1, 2003.

L.12 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION

Submittal of cost or pricing data is not required. Submittal of other pricing data is required. See Section L. (FAR 52.215-20-Alt IV, REQUIREMENT FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA, for Price Proposal Instructions.

TECHNICAL PROPOSAL - Other than cost proposal instructions.

(1) Submit proposal for other than cost factors as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

(2) Special technical proposal instructions: In addition to the following, see Section M for Evaluation Factors for Award. The offeror shall submit the following documentation.

A. PAST PERFORMANCE - See Section L Provision entitled "Past Performance Information".

B. KEY PERSONNEL: The offeror shall submit resumes for each of those individuals who are proposed/designated as Key Personnel under this contract. Key Personnel are designated as, (1) Chief Supervisor, (2) Assistant Chief Supervisor, and (3) Shift Supervisors. See SOW for a detailed description of the Chief Supervisor's duties. The Assistant Chief Supervisor shall be prepared to assume the duties of the Chief Supervisor in his/her absence.

C. MANAGEMENT APPROACH, MANAGEMENT STRUCTURE, CORPORATE RESOURCES:

(a) MANAGEMENT APPROACH: Offeror shall submit a detailed description of the management approach to be employed for employee selection and retention, training, and maintenance of a capable, physically and mentally fit staff. This management approach shall also include the method of supervision to be used that will be sufficient to insure staff compliance with the requirements for the employee's assigned post (including compliance with required laws, regulation and EPA policies). This management approach shall include, but not be limited to, the following:

(i) Identify all laws that regulate your performance of guard and security services under this contract.

(ii) With the initial proposal, submit a copy of your North Carolina Private Protective Service Board (NCPPSB) license, required to perform private protective services in the state of NC, or, demonstrate how this license will be obtained no later than **September 2, 2003**.

(iii) Describe your management plan for supervisory processes that will insure timely, effective, performance by employees.

(iv) Describe your management process for insuring timely, efficient, and accurate communication between the offeror's technical and managerial staff and the EPA Project Officer.

(v) Describe the management process that will be in place for selection of personnel, including supervisory, and demonstrate your ability to retain employees and maintain appropriate staffing levels, both in numbers and expertise, throughout the life of the contract.

(vi) Describe the management process that will be used to insure that employees receive training within the required time frames for all pre-employment and post-employment requirements. This shall include, as a minimum, the North Carolina Private Protective Service Board (NCPPSB) firearms training, new employee training, refresher training, and training on updates to the EPA Post Orders (see the SOW, Section E). This process should include the name of the specific training and the associated document(s) that will be maintained in the Contractor's employee personnel files.

(vii) Describe the ongoing method of supervision that will be used to insure all employees are properly trained, understand, and are complying with the contract requirements for their assigned posts. This shall include, but not be limited to, the EPA Post Orders and updates.

(viii) Describe what policies and procedures will be in place for disciplinary action for employees that do not comply with contract requirements. This must include, but not be limited to, employees standards of competency, conduct, appearance, and integrity.

(vix) Describe what on-going method of supervision will be in place to insure that employees are physically and mentally capable to perform their assigned duties. This shall include a description of the determining factors for acceptability for both criteria.

(vx) Describe what incentives or programs will be in place to encourage and promote ongoing physical fitness by your employees under this contract.

(vxi) Describe the management process that will be used to insure a Reserve Guard Force is available upon the Government's issuance of a Call Order in accordance with the SOW, Section F and SOW-Appendix VI.

(vxii) Describe your management process that will be used to insure guard post coverage, especially, but not limited to, posts with varying workloads, and those posts that require continuous, uninterrupted, guard service. This response should identify the maximum number of hours that a guard will be allowed to work in any given 24 hour period (within the limits of the Statement of Work, Section C.(c)).

(vxiii) Describe your management process for insuring the availability of appropriate personnel to respond to emergency situations.

(vix) Describe your procedures for storage, handling and maintenance of weapons and ammunition.

(vx) Describe the management process for timely submittal of required reports.

(vxvi) Provide complete details of the uniform (or attire) and equipment that will be worn or used by the security officers, Chief Supervisor, and Receptionists, in performance of this contract including the style; color(s); weather specific items; accessories such as hat, badge, patches; shoes, handcuffs, flashlights, etc; and basis for issuance of replacement of worn or non-functioning items.

(vxvii) If subcontractors are proposed, the offeror shall describe how the offeror will utilize, manage, and communicate with subcontractors.

(b) MANAGEMENT STRUCTURE: Provide a detailed description of the management structure to be employed. This description shall include an organizational chart that identifies the personnel used to staff each position in the proposed organization during the contract effort; identify each individual's specific assignment, responsibilities, duties, and where applicable, supervisory role.

(c) CORPORATE RESOURCES: The offeror shall describe the resources available to the company, including any proposed subcontractor, which can be used to support work performed under this contract.

D. TRANSITION PLAN

Describe the Transition Plan that will be used to insure that your firm will be fully operational within one (1) week after the effective date of the contract. The transition plan

shall describe the methods, policies and procedures for accomplishing a timely and effective transition. The transition plan shall describe any meetings required with government staff necessary to accomplish the transition, and shall outline any critical accomplishments necessary for the assumption of responsibilities outlined in the RFP.

L.13 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the

contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the

award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.14 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a preproposal conference from 9:00 a.m. until 12:00 p.m. on May 13, 2003 at:

U.S. Environmental Protection Agency
109 T. W. Alexander Drive
Building D, Room D349
Research Triangle Park, NC

Offerors planning to attend the conference should provide written notification to the contract specialist at least two work days prior to the conference date.

L.15 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than the close of business on May 19, 2003. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.16 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

- (a) Type of set-aside: 8(a) Program
Percent of the set-aside: 100 percent
- (b) 8(a) Program: National - Competitive

L.17 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.18 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.19 NOTIFICATION OF PERSONNEL REQUIRING ACCESS TO EPA COMPUTERS (EP 52.239-102) (FEB 1986)

Contractor shall include as a part of its proposal, a listing of those personnel who will receive access to EPA computers in the performance of the anticipated contract together with a brief justification for such access. Offerors are directed to the provisions of the clause "Access to EPA Computers" for additional information regarding computer access.

L.20 PERSONNEL INTERVIEWS

Personnel interviews conducted by any prospective offeror which involves current contractor employees must be conducted off-site and after normal business hours.

L.21 PROCUREMENT HISTORY (RTP-L-8)

This requirement is a follow-on to Contract No. 68-D-01-050 with Myers Investigative & Security Services Inc. which expires on September 30, 2003.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EVALUATION OF OPTIONAL REQUIREMENTS

Optional Requirements for the following contract line item numbers (CLINs) will be evaluated as shown below. However, the Government is not obligated to exercise or order these CLINs.:

CLINs 0016, 1016, 2016, 3016, 4016: These CLINs will be evaluated based on the Maximum Hours of 20,000 that may be exercised.

CLINs 0017, 1017, 2017, 3017, 4017; 0018, 1018, 2018, 3018, 4018; 0019, 1019, 2019, 3019, 4019, 0020, 1020, 2020, 3020, 4020: Although the price proposed is "Per Hour", these CLINs will be evaluated based on a 12-month period.

M.3 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.4 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

A. PAST PERFORMANCE

25 Points

Demonstrated successful past performance of the offeror and any major subcontractors as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three (3) years and those currently in process for similar work. Work which would be considered similar includes: services comparable in size and complexity to the services requested in this Request for Proposal. The operation(s) should be specifically identified, and information submitted must include the scope of operations and any other information you feel is pertinent to establish your firm's capability to perform under this requirement. Past performance will be evaluated based on the information contained in the Past Performance Questionnaires or any other information that is available to the Government.

-- (Instructions: As discussed in the Provision entitled "Past Performance Information", offerors shall submit information on the five (5) most recent contracts and subcontracts completed during the past three (3) years and all contracts and subcontracts currently in process for similar work. This should include information on five (5) contracts and subcontracts and may include similar contract(s) with the Federal, state and local governments, as well as commercial businesses. Information should be provided as indicated in the provision.)

-- Note: As discussed in the Provision entitled "Past Performance Information", if an offeror has no available past performance, a neutral rating of "Adequate" (score = 3) will be assigned for the past performance criteria.

B. QUALIFICATIONS, WORK EXPERIENCE, AND AVAILABILITY OF PROPOSED KEY PERSONNEL TO PERFORM THE STATEMENT OF WORK REQUIREMENTS. 30 Points

Demonstrated capability of proposed Key personnel to perform the Statement of Work, as evidenced by work experience, education, demonstrated ability, and availability. Offerors shall submit resumes for each of those individuals who are proposed/designated under this contract (See Section L., INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS, paragraph B., Key Employees).

C. MANAGEMENT APPROACH, MANAGEMENT STRUCTURE
CORPORATE RESOURCES

a. Management Approach

20 Points

Adequacy of offeror's approach to managing activities, such as:

- Meeting legal and regulatory requirements; including licensing
- Selection, training, and insuring high quality and effective performance by all personnel
- Insuring timely, efficient, and accurate communication between contractor technical and managerial staff and the EPA Project Officer
- Responding to varying workloads
- Insuring the availability of appropriate personnel to respond to emergency situations
- Managing of subcontracts.

b. Demonstrated Adequacy of the Proposed Management Structure

5 Points

c. Demonstrated Adequacy & Availability of Corporate Resources

5 Points

D. TRANSITION PLAN

15 Points

Demonstrated adequacy of the Transition Plan to affect a smooth transition so as to be fully operational within one (1) week after the effective date of the contract. The transition plan shall describe the methods, policies and procedures for accomplishing a timely and effective transition. The transition plan shall describe any meetings required with government staff necessary to accomplish the transition, and shall outline any critical accomplishments necessary for the assumption of responsibilities outlined in the RFP.

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK

SECURITY GUARD SERVICES U.S. ENVIRONMENTAL PROTECTION AGENCY RESEARCH TRIANGLE PARK, NC

A. **CONTRACT REQUIREMENTS**

The Contractor shall furnish all necessary supervision, labor, professional type uniforms, materials, and equipment (except as listed in Attachment 1, Statement of Work, Section H) necessary to satisfactorily perform protection and patrol services to maintain physical security, law and order as prescribed by statute, regulation, or EPA policy. The requirements are set forth in the following paragraphs:

(a) Provide, operate, and maintain a physically fit, trained protection force to perform all necessary security functions, and other related functions, including, but not limited to, responding to emergencies; controlling access to facilities; observing, detecting, and reporting any suspicious activity; monitoring and operation of the building fire and intrusion alarm systems, building automation system, and X-Ray and Magnetometer equipment or other protection devices or building equipment (if options are exercised) and providing directions and answering questions.

(b) Perform all necessary security services to insure the safety and protection of personnel and property (including materials, equipment, supplies, records, proprietary information, classified information, resources and data), against injury, molestation, loss, damage, or unauthorized access, from any preventable cause including, but not limited to, fire, theft, trespass, espionage, and sabotage. Security officers shall be responsible for detecting, delaying, and/or apprehending persons attempting to gain unauthorized access to Government personnel, property, premises or otherwise violating laws, rules, and/or regulations. Any incidences of this nature shall be reported to the Project Officer or his/her alternate as set forth in the EPA Post Orders (see paragraph (c) below) or as otherwise stated in this contract.

(c) Provide a trained security officer force that has the capability to perform the duties required for their assigned post. This will include, but is not limited to, a clear understanding of EPA-issued Post Orders for the assigned post. These Post Orders consist of Security Operational Procedures, Security Operating Guide, Facility Management guidance and memorandums that are updated and provided to the Contractor on an as-needed basis. The EPA Post Orders provide for clarity of daily procedures to be followed by security personnel at each post. The Contractor shall insure that all security officers understand and are able to execute the EPA-issued Post Orders, including updates, prior to an employee's daily assignment to a post. A current set of Post Orders, provided by the Project Officer, shall be

maintained by Contractor personnel at each post. All updates to existing Post Orders and any new Post Orders, subsequently issued by the Project Officer, are intended as technical direction within the scope of work of the contract. The Contractor shall coordinate with the Project Officer on Post Orders to insure they have a clear understanding of the content.

(d) Comply with all applicable laws, regulations and Post Orders required for performance of this contract.

(e) Provide any official bonds required for authorization for the arming of an employee.

(f) Provide Contractor employees (with the exception of security officers at the Human Studies Facility, who shall only carry non-lethal weapons, i.e. pepper spray, and Receptionists) with properly maintained S&W .357 magnum caliber revolvers as well as non-lethal weapons. Receptionists are not required to carry any lethal or non-lethal weapons. During unusual circumstances, the Project Officer may provide written direction to the Contractor such that the security officers shall carry only non-lethal weapons.

(g) Comply with the requirements of the North Carolina Private Protective Services Board (NCPSPB), Private Protective Services Act, Chapter 74C. (see Attachment 5)

(h) The management of the EPA at Research Triangle Park, NC, in conjunction with the Contracting Officer, retains the sole right to immediately remove or ban any contractor employee from the facility that they deem unsuitable. The Contractor shall be prepared to immediately remove the security officer(s) or provide a replacement security officer(s) that meets every requirement of the position.

B. TYPICAL DUTIES

The Contractor shall insure that security officers and supervisors comply with the following requirements:

(a) Provide complete and effective surveillance, protection and inspection of internal and perimeter areas of the assigned post.

(b) Operate a system of personnel identification and control by managing fixed security stations to insure that entry to the premises, identified in this contract, is allowed only to persons authorized to have access in accordance with applicable Post Orders, rules and regulations. Discover and apprehend persons gaining unauthorized access to the buildings or the premises.

(c) Enforce EPA Post Orders, rules and regulations with regard to any individual's access to, removal, and/or possession of classified data, materials, supplies, equipment, and/or

Government owned property, at the locations designated in the contract. When deemed appropriate or when directed by the Project Officer, this will include examination of briefcases, purses, boxes, bags, packages, or other suspicious containers, being removed from or taken into the facilities covered by this contract.

(d) Security officers shall know the name and address of the assigned post location before assignment to duty. They shall also be familiar with the most commonly sought after offices or locations, such as service offices, restrooms, elevators, entrances and exits in order to respond to requests for information.

(e) Verbally report to their Supervisor threatening circumstances and potentially threatening activities observed while on duty and the Supervisor shall report this to the Project Officer. Whenever possible, security officers are encouraged to report a serious or potentially serious problem before responding so that they may receive all backup and support necessary to lessen or eliminate the potential threat.

(f) Security Officers shall, when necessary, question those persons who arouse suspicion and take appropriate action.

(g) Report hazardous and/or potentially hazardous conditions and items in need of repair, including such things as leaky faucets, toilet stoppage, burned-out lights, broken floor tile, doors not operating properly, etc., to the Supervisor on a Building Discrepancy Report form which shall be forwarded to the Project Officer.

(h) Observe equipment and machinery in operation, checking unusual noises, and report evidence of breakdowns or potential fire hazards to the Supervisor on a Building Discrepancy Report which shall be forwarded to the Project Officer. If the situation warrants, call the Project Officer, or his/her designee, as set forth in the EPA Post Orders.

(i) Turn off unnecessary lights, check safes, lock-type repositories and cabinets, close and secure windows and doors, as required.

(j) Respond to situations or occurrences such as internal disorder, attempts to commit espionage, sabotage, criminal acts, or other activity or incident that may adversely affect the security and/or safety of the Government, its employees, property, and the general public lawfully in the building or on the grounds included under this contract.

(k) Monitor and observe building occupants for compliance with the posted rules and regulations of the facility. Security officers shall also identify, report, delay, and/or detain those persons who violate the rules and regulations in accordance with the Post Orders and/or this contract.

(l) When required, Security Officers shall receive, safely keep, and turn over to

appropriate personnel official mail and messages; direct personnel; and receive and make telephone calls in connection with the duties and responsibilities of the assigned post.

(m) Comply with the EPA Post Orders for lost and found articles. Receive and secure articles until they can be turned over to the Project Officer.

(n) Be familiar with all areas of the facility and surrounding grounds and know the location of and usage instructions for the nearest first aid kit, fire extinguisher, fire alarm, and duress alarm, operation of elevators, and be ready, willing, and able to use them to insure a quick response to emergency calls.

(o) Be alert to the surrounding area and respond to emergency situations by notifying the appropriate agency in the event of an emergency or unusual occurrence adversely affecting the interest of the Government, in accordance with the EPA Post Orders.

(p) Obtain professional assistance, i.e., EPA nurse or Emergency Medical Service (EMS), in the event of injury or illness to Government employees or others while in the building or on the grounds in accordance with established procedures and/or this contract.

(q) During emergencies, perform simple emergency-related functions that activate or deactivate building systems. These functions will be performed in accordance with the Post Orders or requirements specified in this contract.

(r) When required by the Post Orders, or as verbally requested by the Project Officer, security officers shall operate traffic control points, direct traffic (vehicle and pedestrian), control parking, issue traffic citation notices, and observe the environment for suspicious vehicles or persons.

(s) Maintain logs and files and complete various security related reports.

(t) Provide assistance, as required, to EPA employees or visitors.

(u) Prepare Incident Reports for all incidents and abnormal occurrences encountered during the security officers assignment. The Incident Report shall be forwarded through the Chief Supervisor for submittal to the Project Officer no later than the next work day following the incident.

(v) In the event of an emergency condition requiring immediate attention, the Contractor's on-site supervisor shall take action to divert Contractor personnel from their assigned duties to meet the emergency condition and summons appropriate assistance as may be required. The Contractor shall immediately notify the Project Officer of the action taken. Incidents of this nature shall be reported in accordance with the Post Orders.

(w) Prior to implementation of any form, report or log required by this contract that does not have a format provided, the Chief Supervisor shall coordinate with and receive approval from the Project Officer for the form, report or log format.

(x) Utilizing EPA's badge access system, the Chief Supervisor shall establish routes, sequencing, and schedules for patrols, inspection tours, and unannounced visits and submit these to the Project Officer for approval within three (3) days after contact award. Temporary deviations from approved routes, sequencing, schedules, and tours, resulting from unusual conditions or circumstances, shall be recorded on the guard desk blotter along with the reason for the deviation. Long term changes shall be coordinated and approved by the Project Officer.

(y) The Chief Supervisor shall monitor all mobile patrol visits to contract facilities. A system shall be developed by the Contractor, utilizing EPA's badge access system, for the purpose of monitoring the Mobile Patrol visits to contract facilities. The Chief Supervisor shall record written results of the random monitoring, which will be conducted at least twice weekly, as a Badge Access Monitoring Report. The written results of this monitoring will be made available for the Project Officer's review, upon request.

C. PERSONNEL REQUIREMENTS

(a) The contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity. The Contractor shall insure employees are alert to their surrounding areas and responsive in performance of their duties.

(b) If the Contracting Officer and/or Project Officer receives information that is considered to be seriously unfavorable on a contractor employee, the Contracting Officer and/or Project Officer may require retraining, suspension, or dismissal of any contract employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties under this contract.

(c) No employee of the Contractor shall provide more than twelve (12) hours of service on this contract in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. This limitation of hours may be verbally waived by the Project Officer in emergency situations which are beyond the control of the Contractor, i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, etc. A waiver must be obtained for each occurrence.

(d) Security officers may be required to testify in various judicial proceedings on behalf of the Government. The Contractor shall coordinate all contract-related court appearances with the Project Officer when such appearances are required. Security officers who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be remunerated by the Government.

The Contractor will invoice for the actual hours the guard spent at court, whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying guard may be required). Contract-related court testimony on behalf of the Government shall take priority over all other contractor-scheduled duties. The Contractor shall coordinate this with the Project Officer prior to the employee's attendance at the judicial proceedings.

(1) Supervisors:

(i) The Contractor shall provide a level of supervision sufficient to insure effective performance by all employees under this contract. The Contractor shall provide supervisors that are individuals of unquestionable integrity who display a mature attitude and exercise good judgement. The terms "Chief Supervisor and Assistant Chief Supervisor" are interchangeable to the extent that the person serving in the Chief Supervisor position has the authority to act for the Contractor on a day-to-day basis. The Contractor shall provide a Chief Supervisor to represent the Contractor who will provide and comply with, the following requirements:

(ii) Supervisor that is responsible for insuring sound security procedures at all times and over the entire SOW.

(iii) The Chief Supervisor must have a minimum of five (5) years protection experience in an administrative position or comparable work at a level equivalent to that of this position. The Chief Supervisor must be certified by the NCPPSB as a qualified firearms instructor.

(iv) The position of Security officer and that of Chief Supervisor cannot be held jointly by the same individual. However, in the event of an emergency, the Chief Supervisor may assist in the performance of any function to effectively perform the requirements of this contract.

(v) The Chief Supervisor serves as the Contractor's primary point of contact for the Project Officer on technical issues.

(vi) The Chief Supervisor shall prepare or collect and review, take any required corrective action, and furnish all required reports to the Government.

(vii) The Chief Supervisor shall provide the Project Officer with a list of Contractor employees, including the assignment to duty date, at least two weeks prior to the contract performance start date. Updates to this list shall be provided to the Project Officer as changes occur.

(viii) The Chief Supervisor shall review all Incident Reports that have been

completed by security officers to document unusual occurrences, and take corrective action as required. A copy of each report shall be provided to the Project Officer no later than the next working day after the occurrence.

(ix) The Chief Supervisor shall insure that all EPA Post Orders are current at all security posts.

(x) Upon a request from the Project Officer or the Alternate Project Officer, investigate all reported losses, thefts or damage of/to Government property. The written results shall be provided to the Project Officer within one (1) workday of notification of the incident, on an Incident Report. Also, a Report of Loss or Theft Report, EPA Form 1480-38, shall be prepared and submitted to the Project Officer within 48 hours after the Project Officer's request.

(xi) The Chief Supervisor shall issue special instructions, as required to cover emergencies, and report this fact to the Project Officer immediately.

(xii) The Chief Supervisor shall be available during the hours of 0800 and 1630, Monday through Friday, excluding Federal holidays, to receive and implement orders or instructions from the Government which affect the operation of the security force.

(xiii) The Chief Supervisor shall be available during normal working hours within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours, the Chief Supervisor or Assistant Chief Supervisor shall be available within thirty (30) minutes.

(xiv) The Chief Supervisor shall notify the EPA Project Officer if he/she will be off the EPA Main Campus Facility for more than one (1) hour and provide the name of the individual who will serve as the Acting Chief Supervisor during his/her absence.

(xv) The Chief Supervisor, or the Assistant Chief Supervisor, shall make a minimum of three unannounced visits to facilities each week between 2000 hours and 0500 hours to ascertain that the Security officers are alert and properly performing their duties. These visits shall be conducted on a rotational basis to insure all posts are visited. A written record of these visits will be maintained by the Chief Supervisor and made available to the Project Officer upon request. The Chief Supervisor shall provide a Monthly Unannounced Visit Summary Report to the Project Officer which summarizes the weekly records by the end of each month.

(xvi) The Chief Supervisor shall conduct daily inspections on occupant work days, to insure that all security officers understand and are complying with the following: 1) designated patrol routes; 2) all current verbal and written EPA Post Orders; 3) are mannerly, courteous, helpful, alert and well informed; 4) properly dressed; and 5) are capable of

performing prescribed duties. A written report of these inspections, for all shifts, entitled Daily Inspection Report, shall be submitted to the Project Officer on a monthly basis.

(xvii) The Chief Supervisor shall provide a copy of the most current employee work schedule, upon a request from the Contracting Officer or the Project Officer.

(xviii) The Chief Supervisor shall provide the Satellite Facility Security Surveillance Report, compiled by the Security Console Room staff in conjunction with the Mobile Patrol, to the Project Officer daily.

(xvix) The Chief Supervisor shall forward parking citations to the EPA Parking Coordinator each day by 3:30 p.m. The Parking Coordinator will be identified upon contract award.

(xx) The Assistant Chief Supervisor may also be the First Shift Supervisor, Monday through Friday. The Assistant Chief Supervisor shall perform all the duties of the Chief Supervisor in his or her absence as well as performing his or her own duties as Assistant Chief Supervisor/First Shift Supervisor, Monday through Friday. The Assistant Chief Supervisor is not required to be certified by the NCPPSB as a qualified firearms instructor. The employee assigned to the position of Assistant Chief Supervisor must have a minimum of three (3) years protection experience in a position performing comparable work at a level equivalent to the Assistant Chief Supervisor position.

(xxi) Each shift shall have a designated Shift Supervisor that is responsible for providing supervision and direction to other shift employees. The Shift Supervisor shall be under the direction of the Chief Supervisor. Each Shift Supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision, such as civilian community law enforcement, military service law enforcement, or commercial/industrial security services.

(2) Security Officers/Receptionists

(i) All Contractor personnel shall be professional, courteous, alert, responsive and helpful toward all persons in performance of contract related duties. In addition to requirements separately stated, these duties may include, giving directions to offices or areas occupied by EPA employees and distributing literature made available by EPA for public dissemination.

(ii) All Receptionist personnel must possess the capability to professionally interface and communicate with a wide variety of visitors. Visitors include foreign dignitaries, guest scientists, top level government management, state and local officials, and the news media.

Additionally, the EPA Main Campus Facility receptionist shall have a minimum two years

experience with personal computers including experience using "Windows 2000" software and some form of electronic mailing system. The contractor shall insure that the backup person for the Receptionist position is properly trained to perform the requirements of this position including effective operation of the computer.

(iii) Some assignments may require a combination of hours at a guard post and as an Interior Patrol. Security Officers shall adhere to the patrol schedule stated in the Post Orders.

D. HEALTH AND UNIFORM REQUIREMENTS

(a) Health Requirements:

(1) Security officers are required to have the following: (i) uncorrected distant vision must be equal to or better than 20/200 in each eye; (ii) binocular distant vision must be correctable to 20/20; (iii) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (iv) peripheral vision must be normal; (v) color vision must be normal. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by case-basis by the Project Officer.

(2) Security officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. The use of any hearing aid to comply with the medical standards is unacceptable. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. They shall be capable of hearing ordinary conversation at 20 feet and whispered conversations at 10 feet without benefit of artificial hearing devices. Cases will be reviewed on a case-by-case basis by the Project Officer.

(3) No person shall be employed by the Contractor who has heart, lung, skeletal, or other physical defects that would impair his/her ability to perform effectively in either normal or emergency situations.

(4) All personnel must possess unimpaired use of hands, arms, legs, and feet. Everyone must be able to run when necessary, be capable of handling portable fire extinguishers, building fire hoses, and related equipment.

(5) Employees shall be able to wear all necessary personal equipment, or other protective items for civil disorders or rescue work.

(6) Employees must be mentally alert and emotionally stable with an absence of detectable neurotic conditions, which would adversely affect their ability to successfully

perform their duties during stressful situations.

(7) The Contractor shall immediately report to the Project Officer any changes to the above requirements in a security officers's health status. If the Project Officer suspects that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "fitness for duty" examination at no cost to the Government.

(8) Failure by a guard to meet any of the required medical qualifications may result in the guard being disqualified from performing under the contract. Where there is a disqualifying factor noted, a written and signed opinion from the physician must be obtained that states why the existence of the factor will not interfere with the security officer's performance under the contract. Documentation by a physician of a disqualifying factor, without a written medical opinion as to the security officer's suitability to perform under the contract, shall automatically result in the security officer's disqualification for working on this contract. In such cases, the Contracting Officer and the Project Officer shall make the final determination regarding the contract employee's suitability to work under the contract.

(9) Contractor shall maintain sufficient documentation to support annual medical examinations of each employee.

(b) Uniform Requirements:

(1) A well maintained professional style uniform of the same type, color, and industry-standard appearance as that of large security organizations, shall be worn by all members of the security force except the Chief Supervisor and the Receptionists. Security officers shall wear campaign hats as part of their uniforms. Appropriately lettered breast badge and hat ornament, indicating the jurisdiction from which police authority is obtained, shall be prominently displayed as part of the uniform. Uniform patches, identifying the contractor, shall be worn visibly on the uniform. Identification name tags shall be worn over the right breast shirt pocket. The Contractor shall insure that security officers uniforms include attire that is appropriate for all weather conditions, i.e., rain, snow, cold, and heat. The uniform description and details shall be as specified in the Contractor's technical proposal and agreed to during negotiations. Any changes to the agreed to specifications shall be presented to the EPA Project Officer for approval prior to implementation.

(2) An identification badge, issued by EPA, identifying security force personnel shall be worn by employees at all times.

(3) All Receptionists shall wear a blazer type jacket as part of the business style attire in a color consistent with the Chief Supervisor. No insignia or badge is required on apparel worn by the receptionist.

(4) The Chief Supervisor shall wear a blazer type jacket with business attire.

An insignia or badge shall be worn on the pocket of the jacket to identify the Chief Supervisor.

(5) Security officers shall display a current firearms Registration Card in accordance with the NCPPSB requirements.

(6) Guards shall not have unauthorized supplemental or personal equipment, such as concealed firearms, knives, or other such nonstandard items. Guards who are found to possess such unauthorized equipment while on post shall face disciplinary action, such as forfeiture of the item(s), suspension, or permanent removal from the contract.

E. EMPLOYMENT QUALIFICATIONS AND TRAINING

The Contractor shall provide employees, including Reserve Guard Force employees under Call Orders (see Section F), that meet the following qualifications. All Contractor employee file documentation, including information that supports the below requirements, shall be kept current and maintained in an orderly manner in the employee files located in the Chief Supervisor's office. Upon request, the employee files shall be available to the Project Officer for review or copying, during normal business hours. An Employee Qualifications & Training Log containing, at a minimum, documented compliance with the following requirements shall be developed by the Contractor, approved by the Project Officer, and kept current by the Contractor. For the training requirements, this log shall show dates for both completed and projected training (including NCPPSB requirements). This log shall be available for review by the Project Officer, upon request.

(a) Pre-employment Requirements (in addition to the NCPPSB requirements):

(1) The Contractor shall insure that employees meet the following requirements before assignment to duty. The Chief Supervisor shall provide written certification to the Project Officer that the individual meets all pre-employment requirements stated in this contract. This certification shall be submitted no later than 10 working days before the employee's assignment to duty. Copies of the following documents shall be attached to this certification: Employment application and/or resume, medical report, a copy of the North Carolina Private Protective Services Board Registration/Renewal Application and the employees Weapons Qualification Form:

(2) As a minimum, contractor employees shall possess either (i) two (2) years of experience, within the past five (5) years, which clearly demonstrates the employee has been regularly employed in federal, state or local government or a private protection organization which involved protecting property against the hazards of fire, theft, damage, accident or trespass; maintaining law and order; protecting lives; or other duties of a similar nature, or (ii) a minimum of two (2) years active military duty in any branch of the United States Armed Services as evidenced by a DD-214 which will be maintained in the contractor's employee

personnel file or (iii) successful completion of Police Officers Training (POST) course.

(3) Be a least twenty-one (21) years of age at the time of employment, unless a waiver is received from the Project Officer.

(4) Be a U.S. citizen

(5) Possess a high school diploma or a General Education Diploma (GED)

(6) Speak English fluently, read and comprehend written English, and have the ability to compose coherent written reports in English.

(7) Possess the capacity to acquire a good working knowledge of all aspects of the security force position.

(8) Possess good judgment, courage, alertness, tact, self reliance, even temperament, and have the ability to greet and deal tactfully with the general public and render satisfactory performance by conscientiously acquiring a good working knowledge of his/her position responsibilities.

(9) A clear capability of understanding and applying written and verbal orders, rules, and regulations. All personnel will be literate to the extent of being able to read and interpret printed rules and regulations, detailed written orders, training instructions and other materials.

(10) Pre-employment Investigation: The Contractor shall conduct this investigation based on written personal history information obtained from the applicant, and any other information available. This information shall be contained in the Contractor's employee personnel files. This investigation will be conducted to determine the suitability of the individual's character and reputation for employment under this contract. This investigation shall include a search of local police files in the area(s) of residence during the past five years and an inquiry of former employers and references.

(11) Report of Medical Examination: Before an individual is assigned to duty, the contractor shall obtain a report of medical examination from a licensed physician that provides evidence that the individual meets the requirements stated in this paragraph and paragraph D. (a) of this statement of work. This medical examination shall be conducted prior to, but no more than six (6) months, the individual's assignment to duty. The medical examination must show that the individual meets the following requirements: 1) is in good general health, without mental or physical defects or abnormalities which will interfere with performance and arduous duties and is capable of exercising prudent judgment in difficult and trying circumstances 2) has sight and hearing sufficient to perform the duties of a security officer

(b) Pre-Employment Training Requirements:

(1) The Contractor shall insure that each employee has met the following requirements of the NCPPSB, Private Protective Services Act, Chapter 74C:

(i) Employee has completed the NCPPSB Armed Registration/Renewal Application or Unarmed Registration/Renewal Application. Contractor shall insure that this form shows the date it was submitted to the NCPPSB.

(ii) The employee has completed NCPPSB Firearms Training

(iii) The employee has completed the NCPPSB Weapons Qualification. The file documentation shall contain details of the weapon used and scores received. This weapons qualification may be monitored by a third party independent evaluator with no ties to the Contractor, as determined by the Project Officer. The Government shall be notified one (1) week in advance of any scheduled firearms qualification training session. This notification shall include the date, time, and place of the scheduled training.

(2) In addition to the preliminary NCPPSB weapons training requirements, the Contractor shall insure that all employees satisfactorily complete the following basic training, and demonstrate the following basic skills prior to assignment to duty:

Basic Training - Forty (40) hours of training shall be completed prior to assignment to duty. The minimum content shall include the following categories:

(i) Employee conduct and attitude required in performance of the contract.

(ii) Familiarization with the functions and authority of the security force and the duties to be performed under the contract. This will include, but is not limited to, familiarization with and use of the Post Orders, i.e., Security Operational Procedures, Security Operating Guide, Facility Management guidance, and memorandums, for the post location to be assigned.

(iii) On the job training for the duties to be assigned.

(iv) Elementary first-aid, fire protection, and Cardio/Pulmonary/Resuscitation (CPR) with Defibrillation

(v) Operation of special equipment, including but not limited to fire extinguishers and cell phones

(vi) Report writing, including but not limited to Incident Reports

(vii) Employee and public relations

(c) Minimum Employee Training Requirements:

(1) Armed Registration/Renewal Application in accordance with the NCPPSB

(2) Semi-Annual In-Service Training: This training will include, but is not limited to, coverage of the Basic Training, and will be sufficient to insure the employees ability to satisfactorily perform the requirements of this contract. An In-Service Training Plan, including a synopsis of material to be covered, will be provided to the Project Officer, with a schedule of prospective attendees, no later than two weeks prior to the six-month date of the performance period and each six-month period thereafter. For certification of this training, an Attendee Roster, including legible signatures of all employees receiving the training, signature of the instructor and date of the training, will be completed. If the training provided varied from the Plan previously submitted to the Project Officer, the Semi-Annual In-Service Training Attendee Roster and a synopsis of the training actually provided shall be provided to the Project Officer. The training certifications shall be provided to the Project Officer within one week after completion of the training.

(3) Employee training on EPA-issued Post Orders for each post that the employee is assigned and continuous training for EPA-issued updates to the Post Orders sufficient to insure that the employees understand and can implement the orders for their post assignment.

(4) Annually: Cardio/Pulmonary/Resuscitation (CPR) with Defibrillation and First Aid Training and Certification

(5) Supervisory Training - 9 hours (General training for all supervisors)

(6) Special training on the use of X-Ray or Magnetometer (if options are exercised, EPA will provide training), and closed circuit television (CCTV) equipment is required for all security officers that will be assigned to posts requiring operation of this equipment. No Security officer shall be allowed to work alone on any post containing security equipment without prior training on that specific equipment.

F. OPTIONAL REQUIREMENT - RESERVE GUARD FORCE (CALL ORDER HOURS)

The contractor shall maintain, at all times, an on-call Reserve Force sufficient to provide the amount of temporary or emergency staffing services described in the SOW, Appendix VI. The required hours of service will be ordered by Call Orders issued by the Project Officer on an as-needed basis, in the event of an unanticipated event or civil disturbance. All reserve security officers shall meet the minimum qualification standards required in this contract before assignment to any post under this contract.

G.1 GOVERNMENT FURNISHED PROPERTY (GFP) - "OBJECTS OF THE CONTRACT"

The Government will provide the Contractor with GFP as specified in Attachment 3.

G.2 GOVERNMENT FURNISHED PROPERTY (GFP) - "AS IS"

The Government will provide the Contractor with GFP as specified in Attachment 3.

H. CONTRACTOR EQUIPMENT:

The contractor shall furnish all equipment, materials, and supplies necessary for the performance of this contract, except the items listed at Attachment 1, Statement of Work, Section G. Equipment and material to be furnished by the contractor shall include, but not be limited to, the following:

(a) The Contractor shall provide two (2) four wheel drive primary vehicles and one (1) sedan back-up vehicle, for performance of Mobile Patrol duties. These vehicles shall be equipped with a roof light, of a color other than official law enforcement vehicles, and be marked for identification with the Contractor's name or "EPA Security". The Contractor's vehicle(s) shall be equipped with a first-aid kit and dry chemical fire extinguisher, properly mounted. All costs for the operation and maintenance of vehicles, including all licenses and insurance fees, shall be borne by the Contractor.

(b) The contractor shall provide six (6) cellular telephones, that are compatible with EPA's Telecommunications Service (Nextel instruments with the capability of Push-to-Talk). One (1) of these telephones shall be provided for each of the following security posts: Alexander Drive Gate, Hopson Road Gate, Interior Patrol for Buildings D, E & Highbay, Interior Patrol for Buildings A, B & C, Parking Patrol, and Mobile Patrol. The cellular telephone numbers shall be provided to the Project Officer prior to contract performance. All cellular telephone number changes shall be reported to the Project Officer immediately upon the change.

(c) The Contractor shall provide a personal computer and printer, Pentium III minimum, for use by the Chief Supervisor. This computer will be connected to the EPA local area network (LAN) system.

(d) The Contractor shall provide telephone pagers, with nationwide coverage, for the Chief Supervisor and the Assistant Chief Supervisor for use under this contract. The telephone pager numbers shall be provided to the Project Officer prior to contract performance. All changes to telephone pager numbers shall be provided to the Project Officer immediately.

(e) The Contractor shall provide a S&W .357 magnum caliber revolver to all employees who are required to be armed by this contract. For those employees who are not required to be armed with lethal weapons under this contract, the Contractor shall provide these employees with the appropriate non-lethal weapon(s), except Receptionists. Receptionists shall not carry either a lethal or non-lethal weapon. The Contractor shall maintain a current list of the serial numbers of all firearms to be used and/or stored on Government premises under this contract. This list will be provided to the Project Officer prior to the beginning of contract performance. This list will be kept current and a copy of the updated list will be provided to the Project Officer immediately upon the change.

(f) Miscellaneous Equipment: This equipment shall include, but not be limited to, flashlights, handcuffs and handcuff holders.

(g) All equipment provided by the Contractor in performance of this contract shall be maintained by the Contractor and be in an operable condition during performance of the contract. If any Contractor equipment becomes inoperable, the Contractor shall provide back-up equipment, at no additional cost to the Government.

(h) The Government will not be responsible in any way for damage to the Contractor's supplies, materials, or equipment, or the contractor employees' personal belongings brought into the building or on the grounds designated in the contract occasioned by fire, theft, accident or otherwise.

STATEMENT OF WORK - APPENDIX I

SECURITY GUARD SERVICES EPA Main Campus Facility 109 T. W. Alexander Drive

A. GENERAL

In addition to complying with the requirements of the Statement of Work, the Contractor shall comply with the following requirements:

(a) Maintain sign-in/sign-out register 24 hours a day. All persons, including EPA employees entering shall identify themselves and sign-in via card reader or register. All persons will sign-out via card reader or register. The sign-out procedures do not apply to badged personnel during normal duty hours of 0545 to 1800. Provide inspections of briefcases, boxes, shopping bags, etc., and property pass system as required in the Typical Duties of the Statement of Work.

(b) There will be twenty-four (24) hour access to the main facility through the main entrance located in Building "C". Access to other areas of the main facility shall be from 0545 - 2100 hours, Monday through Friday, except on holidays, at Building "A" entrance from the north parking deck and Building "E" entrance from the south parking deck. After 2100 hours and on federal holidays, entry and exit shall be through the main entrance in Building "C" only.

(c) At 1800 hours, check and secure all exterior doors. Insure intrusion alarm system is activated.

(d) Visually check operational status of all exterior door card readers at 0500 hours Monday through Friday.

(e) Raise the American and EPA flags at daybreak. Lower, fold and store flags at dusk. Comply with the Post Order requirements for monthly reviews for the U.S. & EPA Flags.

(f) Visually check all windows on the first level to insure their integrity.

B. SECURITY CONSOLE ROOM

The Security Console Desk in Building "C" (Room C210) shall be manned at all times, 24 hours a day and seven (7) days per week, by two (2) Security officers. Security Console Desk duties shall be rotated between the Main Campus Facility security officers, as well as the Assistant Chief Supervisor or Shift Supervisors at intervals of not-more-than-two-hours. Maximum time at the Security Console Desk for any guard shall not exceed four hours during a shift. The security officers on duty shall be responsible for the following requirements:

(a) Monitor the Simplex fire alarm monitor, Rusco access/alarm monitor, TAC Building Automation System (BAS) alarm printer, operate and monitor at least twenty-eight (28) (this number may increase to approximately 85) closed circuit TV cameras (CCTV) and monitors, respond to intercom panic station communications from the north and south parking decks. Alert Interior Building Patrol, Mobile Patrol, or Parking Deck Patrol of unauthorized ingress or egress and of any emergency situation. Direct any security officer to assist with directions for emergency personnel and equipment to specific emergency location. Notify the building management of any printed TAC BAS alarm messages. Special attention shall be paid to the CCTV system for monitoring of the Main Campus Facility lobby and reception area. Maintain contact with the operations and maintenance contractor staff for notification of facility problems.

(b) Security officers shall not disengage, shut off, remove, reposition, obstruct or in any way interfere with the Government video surveillance camera systems. Security officers shall immediately notify their Supervisors who in turn will notify the Project Officer if any of the systems malfunction or fail completely.

(c) Maintain communication, at least once per hour, with other security post and EPA facilities personnel, as required, by utilizing telephone or cellular telephone.

(d) Maintain a console blotter, recording all information reported from patrols, indicating the time reported and action taken.

(e) Prepare Incident Reports as necessary upon occurrence of alarms, unusual situations or emergencies.

(f) Answer the 2900 emergency telephone after one ring and take appropriate action.

(g) Record the information received from the Mobile Patrol on the Satellite Facility Security Surveillance Report form regarding their arrival and departure time at each facility.

(h) Take immediate, appropriate action as warranted in response to observations or by notification of other personnel, i.e. Mobile Patrol.

C. INTERIOR BUILDING PATROL

The Contractor shall provide two (2) security officers twenty-four (24) hours per day, 7 days per week, to perform the following requirements:

(a) Rotate with the Security Console Room staff.

(b) One security officer shall patrol the High-Bay Building (HBB), and Buildings D and E. The second guard shall patrol Buildings A, B, and C.

(c) Maintain cellular communication, at least once per hour, with the Security Console Desk.

(d) Report any unusual facility conditions or equipment alarms to the security officers manning the Security Console Room.

(e) The after-hours patrols and patrol routes will be conducted in accordance with the Post Orders. Card reader stations shall be used to record the presence of the patrol at designated locations.

(f) Interior Building Patrol personnel shall be available for any emergency that may occur.

(g) Interior patrol shall augment the North and South Parking Deck entrances Monday through Friday, 0545 until 0600, excluding federal holidays.

D. C-LOBBY RECEPTIONIST/SECURITY DESK

(a) A Receptionist shall be present at the receptionist area at all times, during the period of 0800 to 1630, Monday through Friday, excluding federal holidays, unless properly relieved by another qualified employee and with the approval of the supervisor. Additionally, a security officer shall be stationed at this post 24 hour per day, seven (7) days per week. The following duties shall be performed by the Receptionist and the Security officer at this post:

(b) Verify employee identification as employees enter the facility. Maintain a sign-in and sign-out procedure for non-badged personnel.

(c) Respond to inquiries from visitors and other personnel. Refer inquiries to the appropriate person(s), if information is not known.

(d) Prepare, issue, and control visitor passes.

(e) Receive messages (verbal or written), and notify parties, as required, by telephone or delivery of messages in accordance with Post Orders.

(f) [Receptionist Only] -- Operate a personal computer (PC)-based file of required directories: telephone, personnel, and facilities. Act as a personnel locator in providing information as requested by EPA employees, EPA contractor personnel, or the public relative to the location and telephone number of EPA employees and EPA contractor personnel. These duties will be accomplished through the use of an EPA owned and maintained PC which is local area network (LAN) connected with specialized software which allows for file maintenance by the EPA LAN Administrator.

(g) [Receptionist Only] -- Serves as the focal point for daily electronic mail directed to the Chief Supervisor from the Project Officer. Responsible for insuring that the Chief Supervisor and/or Assistant Chief Supervisor is/are provided with a hard copy of the electronic mail as soon as it is received. These duties will be accomplished through the use of the LAN-connected, EPA owned and maintained PC (identified in the preceding paragraph).

E. ENTRANCES AT PARKING DECKS

(a) The north and south parking decks have entrances into the facility at the second level. The Contractor shall provide a guard at each of the posts located just inside each of these entrances. These posts shall be staffed from 0545 through 1800 hours Monday through Friday, excluding federal holidays. Each day between 1800 hours and 2100 hours, the Contractor shall provide a foot patrol from the entrance into the parking deck area, on a random basis. Escorts

into the parking deck area, for employees, shall be provided upon request.

(b) The guards shall verify each individual's identification upon entry into the facility by use of a card reader. Security officers shall follow sign-in and sign-out procedures for non-badged persons.

(c) If employees have lost or forgotten their ID/access card, the security officer shall issue temporary visitor passes following the procedures set forth in the Post Orders.

(d) Insure that equipment removal procedures, relative to property passes, are followed as set forth in the Post Orders.

(e) Inspect packages in accordance with the contract requirements.

F. PARKING PATROL

The Parking Patrol shall:

(a) Patrol the north and south parking decks, surface parking lots, and National Computer Center parking lot on Monday through Friday from 0600 - 1800 hours, excluding federal holidays. EPA will provide access to an EPA-owned electric vehicle to be utilized for continuous patrol, except as otherwise stated in this part. The electric vehicle will be provided as the primary vehicle when weather permits. When weather conditions do not permit use of the electric vehicle, the Contractor shall supply a vehicle to perform this patrol.

(b) Monitor for proper parking within each deck and in the lots following EPA specific policy included in the EPA Post Orders.

(c) Patrol parking lots, parking decks, and access roads for any unusual activities, suspicious vehicles or persons, vehicles exceeding the posted speed limit or improperly parked. Report any unusual activity or event to the Shift Supervisor and issue citations as necessary.

(d) Be alert and respond to any of the "panic" station alarms on each deck.

(e) Notify Security Console Desk staff of any unusual circumstances or emergency situations.

(f) Remain on duty at all times unless relieved by another guard who is familiar with the deck patrol duties and has supervisor approval.

(g) Provide traffic control assistance at Alexander Drive Gate from 0600 - 0900 hours and 1130 hours - 1300 hours, Monday thru Friday, excluding holidays.

(h) The Parking Patrol may be assisted, if circumstances warrant, by either the Mobile Patrol or the Interior Building Patrol staff.

G. CAMPUS ENTRANCES - ALEXANDER DRIVE & HOPSON ROAD

(a) Alexander Drive Gate

(1) The Alexander Drive Gate entrance is considered the main entrance to the EPA Main Campus Facility and shall remain open Monday through Sunday, 24 hours per day, including holidays. The security staff shall consist of two (2) security officers (See Section F., paragraphs f. and g.) at the 109 T. W. Alexander Drive gate between the hours of 0600 through 0900 and 1130 through 1300 hours, Monday through Friday, excluding federal holidays, of each week. The number of security officers at this post for the balance of the twenty-four (24) hour period each day shall be one (1) security officer including the weekends (Saturday and Sunday) and holidays. In addition to the other duties described elsewhere in the contract, the security officers shall be responsible for continuously monitoring EPA employee and contractor employee hang tags that will be placed on their rear-view mirror in order to expedite entry onto the Main Campus Facility. Additional information and specific instructions are provided in the Post Orders. Each visitor is required to provide a picture identification, identify whom they are visiting, the location, etc. The security officer will issue a temporary visitor parking permit and direct the visitor to the proper designated parking lot. The officer shall inspect all trucks attempting to gain entry onto the campus. Normal deliveries are directed to the Receiving & Delivery address at 4930 Old Page Road. Specific instructions are provided in the Post Orders regarding the delivery of chemicals, hazardous materials, etc.

(2) Security officers concerned about whether an individual should be allowed entry onto the campus shall immediately contact their Chief Supervisor, Assistant Chief Supervisor or Shift Supervisor with details of the concerns. The Supervisor shall notify either the EPA Project Officer or his/her designee, as appropriate.

_____(b) Hopson Road Gate

(1) Hopson Road Gate entrance is considered to be the secondary entrance to the Main Campus Facility and shall remain open Monday through Friday, 0600 hours through 1800 hours, exclusive of federal holidays. The security staff shall consist of one (1) security officer at this post. In addition to other duties described elsewhere in the contract, the security officer shall continuously monitor the hang tags of EPA and contractor employees. The hang tags will be placed on rear view mirrors in order to expedite entry onto the Main Campus Facility. Additional information and specific instructions are provided in the Post Orders. Each visitor is required to provide picture identification, identify whom they are visiting, the location, etc. The security officer will issue a temporary visitor parking permit and direct the visitor to the proper designated parking lot. The officer shall inspect all trucks attempting to

gain entry onto the campus. Normal deliveries are directed to the Receiving & Delivery address at 4930 Old Page Road. Specific instructions are provided in the Post Orders regarding the delivery of chemicals, hazardous materials, etc.

(2). Security officers concerned about whether an individual should be allowed entry onto the campus shall immediately contact their Chief Supervisor, Assistant Chief Supervisor or Shift Supervisor with details of the concerns. The Supervisor shall notify either the EPA Project Officer or his/her designee, as appropriate.

H STAFFING REQUIREMENTS

The following is a recap of the anticipated contract employee positions and hourly requirements. This does not account for multiple shifts or variances in requirements per shift:

(a) Receptionist, Building C-Lobby - Monday through Friday, excluding Federal holidays, 0800 - 1630 hours - (1)

(b) Security Guard Desk, Building C, Monday through Sunday, 24 hours per day - (1).

(c) Security Console Desk - Monday through Sunday, 24 hours per day - (2).

(d) Security Posts at Entrances from North and South Parking Decks - Monday through Friday, 0545 - 2100 hours excluding federal holidays - (2). The time frame of 0545 until 0600 shall be covered by Interior Patrol staff.

(e) Interior Building Patrol - Monday through Sunday, 24 hours per day - (2).

(f) Parking Patrol - Monday through Friday excluding federal holidays, 0600 - 1800 hours - (1).

(g) Chief Supervisor - Monday through Friday, excluding federal holidays, 0800 - 1630 hours - (1).

(h) Assistant Chief Supervisor, Monday through Friday, excluding federal holidays, 0800 - 1630 hours - (1).

(i) Campus Entrance - Alexander Drive Gate - 24 hours per day, 7 days per week, including holidays - (1),

(j) Campus Entrance - Hopson Drive Gate - Monday - Friday, excluding federal holidays, 0600 - 1800 hours - (1).

I. OPTIONAL REQUIREMENTS

Each of the following optional requirements may be exercised by the Government independent of the other optional requirement. The Government may also choose to exercise both optional requirements at the same time. Optional Requirements will be ordered by contract modification.

(a) Operation of a security booth outside of Area A, to control A, B, and C loading docks. Also, operation of a security booth outside the perimeter road near the High-Bay facility that controls the Area E loading dock and access to the High-Bay facility. Hours of operation shall be 0800 through 1700 hours, Monday through Friday, excluding federal holidays for each post. Orders may be placed for one or both of these security booths.

(b) Operation of X-Ray machine and Magnetometer in the Building C lobby of the Main Campus Facility. If the Government exercises this option for operation of the X-Ray and Magnetometer, the contractor shall provide two (2) trained (EPA trained) security officers to operate the equipment during the hours of 0700 until 1700, Monday through Friday, excluding federal holidays. When the Government exercises this option, all visitors shall be required to enter the Main Campus Facility through the Building C lobby. No security officer shall be allowed to work alone on any post containing this security equipment without prior training on this specific equipment.

(c) STAFFING REQUIREMENTS

The Contractor shall provide the following security requirements upon the Government exercising these requirement:

(1) Operation of Security Booth - Hours: Monday through Friday, excluding federal holidays - 0800 through 1700 hours - (1) for each post

(2) Operation of X-Ray and Magnetometer - Monday through Friday, excluding federal holidays, - 0700 through 1700 (2)

STATEMENT OF WORK - APPENDIX II

SECURITY GUARD SERVICES National Computer Center

A. GENERAL

In addition to complying with the requirements of the Statement of Work, the Contractor shall comply with the following requirements:

(a) Maintain a sign-in/sign-out register 24 hours a day. All persons, including EPA employees entering after 1800 hours, shall be required to identify themselves, sign-in, state reasons for entry and the area and telephone number where they will be located. All persons will sign out, indicating the time of departure from the building. The sign-in/sign-out procedures do not apply to badged personnel during normal duty hours from 0600 to 1800. Provide for a package inspection and property pass system as required by the Statement of Work and Post Orders.

(b) Patrol the National Computer Center in accordance with directions contained in the Post Orders. After 1600 hours, the security officer is responsible for patrol and for maintaining the sign-in/sign-out register.

(c) During normal duty hours, Monday through Friday, 0600-1800 hours access to the main facilities shall be gained through the main entrances and at card reader equipped doors. At 1800 hours the doors to the National Computer Center shall be locked and authorized access after hours must be by the card reader at the main entrance.

(d) At 1800 hours, check and secure all exterior doors. Turn on all over door security lights at dusk and turn them off at dawn. Activate intrusion alarm system.

(e) Raise the American and EPA flags at daybreak. Lower, fold and store flags at dusk. Comply with the Post Order requirements for monthly reviews for the U.S. and EPA Flags.

B. SECURITY GUARD/RECEPTIONIST

The security guard/receptionist desk at the National Computer Center shall be manned 24 hours per day. In addition to the regular security officer duties and the above requirements, desk duties shall include the following:

(a) Monitor the Rusco security and Simplex fire alarm monitor, CCTV screens, operate CCTV cameras, and alert the Console Room of unauthorized ingress or egress, or fire alarm and location of the situation..

(b) Maintain telephone communication, at least once per hour, with the Security Console Desk at the Main Campus Facility .

(c) Maintain the desk blotter, recording all reportable information observed during patrol of the facility, indicating the time and action taken.

(d) Take telephone messages, receive and log in lost and found articles, receive special mail, messages in accordance with Post Orders.

(e) Direct visitors to locations throughout the facility.

(f) Issue and collect returned visitor passes.

(g) Respond to inquiries. Refer other inquiries to the appropriate persons if the information is not known.

(h) Receive messages (verbal or written), notify parties as required by telephone or delivery to recipient in accordance with Post Orders.

(i) Maintain a file of required directories: telephone, personnel, facilities, and function as the building personnel locator for visitors.

(j) Be present at the receptionist area from 0800-1600 hours, Monday through Friday, unless relieved by another employee and with the approval of the supervisor. Patrols during other hours are as set forth in the Post Orders.

C. STAFFING REQUIREMENTS

(a) The following is a recap of the anticipated contract employee positions and hourly requirements. This does not account for multiple shifts or variances in requirements per shift:

(b) Receptionist Desk 24 hours per day, including weekends and federal holidays - (1).

Note: Receptionist type uniform shall be worn by personnel working from 0800-1600 hours Monday through Friday, except on Federal holidays. At all other times personnel shall wear the standard security officer uniform. The security officer shall perform Receptionist Desk duties after 0800-1600 and on federal holidays.

D. OPTIONAL REQUIREMENT - X-Ray Magnetometer

(a) Operation of X-ray and Magnetometer equipment in the lobby of the National Computer Center. If the Government exercises an option for operation of the X-Ray and Magnetometer equipment, the Contractor shall provide one (1) trained (EPA trained) security officer to operate the equipment during the hours of 0700 until 1700, Monday through Friday, excluding federal holidays.

(b) No security officer shall be allowed to work alone on any post containing security equipment without prior training on that specific equipment.

STATEMENT OF WORK - APPENDIX III

**SECURITY GUARD SERVICES
MOBILE PATROL**

A. WORK TO BE PERFORMED

In addition to complying with the requirements of the Statement of Work, the contractor shall comply with the following requirements:

- (a) Provide mobile patrol services 24 hours daily, 7 days per week.
- (b) Mobile patrol shall serve as the first responders to all security alarms and emergency situations occurring within the area of assignment.
- (c) Operate Contractor-furnished vehicles, two (2) four-wheel drive primary patrol vehicles and sedan back-up vehicle, to provide mobile patrol. All vehicles shall have roof mounted rack lighting of a color other than official law enforcement vehicles.
- (d) Provide opening services, in accordance with the Post Orders, at the Page Road Facility during the period 0700-0800 hours, Monday through Friday, excluding Federal holidays.
- (e) Perform mobile patrol services between the EPA Main Campus Facility, the National Computer Center, EPA/NIEHS Day Care Center, Burden Creek Site, NHEERL Facility and Page Road Facility as indicated in number 1 above. Patrols shall also be conducted at the north and south parking decks between the hours of 2100 and 0600, Monday through Friday, and also on weekends and federal holidays. The mobile patrol shall be performed at random intervals, in accordance with the Post Orders but in no case shall the patrols be less than every two hours. At all other times, the mobile patrol shall be available for any emergency that may arise.
- (f) During the patrols, the security officer shall maintain cellular telephone contact, at least once per hour, with the Security Console Desk at the Main Campus Facility.
- (g) The Mobile Patrol shall report all observations of unusual character such as a break-in, burglary, fire, or any other unusual condition to the Shift Supervisor.
- (h) The Mobile Patrol shall provide assistance at the Human Studies Facility in Chapel Hill in case of any extreme emergency. The Project Officer will direct the Mobile Patrol if such situation occur.
- (i) The Mobile Patrol shall check the operational status of each exterior door card reader at each facility between the hours of 0600 and 0800 Monday through Friday.

(j) The Contractor shall prepare a Mobile Patrol-Daily Activity Report to be routed through the Chief Supervisor to the Project Officer. The report shall include the surveillance inspection dates, times of inspection, all observed discrepancies and corrective actions. The security officer performing the surveillance check shall report his/her arrival and departure time for each facility to the Security Console Desk for recording on the Satellite Facility Security Surveillance Report.

(k) Mobile Patrol will observe, detect, report, and respond to all suspected or apparent security violations. The Mobile Patrol shall be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. The Mobile Patrol duties shall be performed in a professional manner, with the guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. The Mobile Patrol shall serve as the first responder to all security alarms and emergency situations occurring within the area of assignment

(l) Provide escort services for emergency vehicles, i.e. EMS, fire department, police, etc., arriving at each facility. As the escort, the security officer shall take the lead and take the emergency personnel to the exact location of the incident.

B. STAFFING REQUIREMENTS

(a) The following is a recap of the anticipated contract employee positions and hourly requirements. This does not account for multiple shifts or variances in requirements per shift:

(b) Mobile Patrol 24 hours per day, seven (7) days per week – (1).

STATEMENT OF WORK - APPENDIX IV

SECURITY GUARD AND RECEPTIONIST SERVICES Human Studies Facility - University of North Carolina Grounds MASON FARM ROAD, CHAPEL HILL, NORTH CAROLINA

A. GENERAL

In addition to complying with the requirements of the Statement of Work, the contractor shall comply with the following requirements:

(a) Maintain a sign-in/sign-out register 24 hours a day. All persons, including EPA

employees, entering after 1800 hours shall be required to identify themselves, sign-in, state reason for entry and the area and telephone number where they will be located. All persons will sign-out, indicating the time of departure from the building. The sign-in/sign-out procedures do not apply to badged personnel during normal duty hours from 0600 to 1800. Provide for package inspection and property pass system as required by the Statement of Work and Post Orders.

(b) Patrol the Human Studies Facility in accordance with directions contained in the Post Orders. After 1600 hours, the Security officer is responsible for patrol and for maintaining the sign-in/sign-out register.

(c) During normal duty hours, Monday through Friday, 0600-1800 hours, access to the main facilities shall be gained through the main entrances and at card reader equipped doors. At 1800 hours the doors to the Human Studies Facilities shall be locked and authorized access after hours must be by the card reader at the main entrance.

(d) At 1800 hours, check and secure all exterior doors. Turn on all over door security lights at dusk and turn them off at dawn.

(e) Raise the American and EPA flags at daybreak. Lower, fold, and store flags at dusk. Comply with the Post Orders for monthly reviews for the U.S. and EPA Flags.

B. SECURITY/RECEPTIONIST

The security/receptionist desk at the Human Studies Facility shall have coverage 24 hours per day. Desk duties shall include, but are not limited to, the following:

(a) Monitor the security and fire panels, CCTV screens, operate CCTV cameras, and alert the Console Room of unauthorized ingress or egress, fire and location, or any other emergency. Activation of the fire alarms automatically notifies the UNC Public Safety for further action. No security officer shall be allowed to work alone on any post containing security equipment without prior training on that specific equipment.

(b) Maintain telephone communication, at least once per hour, with the Security Console Desk at the Main Campus Facility.

(c) Maintain the desk blotter, recording all information reported from patrols, indicating the time and action taken.

(d) Take telephone messages, receive and log in lost and found articles, receive special mail, messages in accordance with Post Orders.

(e) Direct visiting personnel to locations throughout the facility.

(f) Issue and collect returned visitor passes.

(g) Respond to inquiries from visitors and other personnel. Refer other inquiries to the appropriate persons if information is not known.

(h) Receive messages (verbal or written), notify parties, as required, by telephone or deliver to recipients in accordance with Post Orders.

(i) Maintain a file of required directories; telephone, personnel, facilities, and function as the building personnel locator for visitors.

(j) Maintain a reservation log for reservations of the Conference Room.

(k) Be present at the receptionist area from 0800-1600 hours, Monday through Friday, unless relieved by another employee with the approval of the supervisor.

C. STAFFING REQUIREMENTS

Receptionist Desk 24 hours per day, including weekends and federal holidays. (1)*

Note 1: Receptionist type uniform shall be worn by personnel working from 0800-1600 hours, Monday through Friday, except on federal holidays. At all other times personnel shall wear the standard security officer uniform.

Note 2: This is a non-lethal weapon only post

STATEMENT OF WORK - APPENDIX V

SECURITY GUARD/RECEPTIONIST SERVICES

NHEERL Facility

Research Triangle Park, North Carolina

A. GENERAL

In addition to complying with the requirements of the Statement of Work, the contractor shall comply with the following requirements:

(a) Monitor security and fire panels, CCTV screens, operate CCTV cameras, and alert

Security Console Room of unauthorized ingress or egress or fire alarm and location of the situation.

(b) Maintain telephone communication, at least once per hour, with the Security Console Desk at the Main Campus Facility.

(c) Maintain a sign-in/sign-out register.

(d) Maintain the desk blotter, recording all incident information, indicating the time and action taken.

(e) Direct visiting personnel to locations throughout the facility.

(f) Issue and collect returned visitor passes.

(g) Respond to inquiries from visitors and other personnel. Refer other inquiries to the appropriate personnel if information is not known.

(h) Receive messages (verbal or written), notify parties as required by telephone, or deliver to recipients in accordance with Post Orders.

(i) Maintain a file of required directories: telephone, personnel, facilities, and function as the building personnel locator for visitors.

(j) Be present at the receptionist area at all times unless relieved by another employee and with the approval of the supervisor. After 1600 hours, the Security officer is responsible for patrol duties and maintaining the sign-in/sign-out register.

(k) Raise the American and EPA flags at daybreak. Lower, fold, and store flags at dusk.
Comply with the Post Order requirements for monthly reviews for the U.S. and EPA Flags.

B. STAFFING REQUIREMENTS:

Receptionist Desk 24 hours per day, including weekends and federal holidays. - (1)

Note: Receptionist type uniform shall be worn by personnel working from 0800-1600 hours, Monday through Friday, except on federal holidays. At all other times, personnel shall wear the standard security officer uniform.

STATEMENT OF WORK - APPENDIX VI

**SECURITY GUARD SERVICE - CALL ORDER HOURS
SPECIAL REQUIREMENTS AND EMERGENCY SERVICES**

- A. The Contractor shall provide additional security services on an hourly basis as set forth in a call order issued by the Project Officer under the schedule clause entitled "Ordering". The call order will specify the extent of the security services required.
- B. Call orders for special requirements and emergency services, such as unanticipated events or civil disturbances, and are limited to the facilities covered by this contract.
 - 1. 20,000 hours Base Year
 - 2. 20,000 hours Option Year One
 - 3. 20,000 hours Option Year Two
 - 4. 20,000 hours Option Year Three
 - 5. 20,000 hours Option Year Four

The minimum call order quantity is two hours.

- C. The Call Orders will be ordered under the following contract line item numbers (CLINS): 0016, 1016, 2016, 3016 AND 4016.

ATTACHMENT 2

REPORTS OF WORK

SECURITY SERVICES REPORTS, LOGS, COORDINATION AND CERTIFICATIONS

The following reports and certifications shall be submitted as designated below:

| DELIVERABLE | TYPE OF DOCUMENT | SOW SECTION | QTY | DUE |
|----------------------------------------------------------|----------------------|--------------------|-----|-------------------------------------------|
| Building Discrepancy Report | Report | B.(g)&(h) | 1 | As Required |
| Incident Report | Report | B.(u) | 1 | As Required |
| Format for Forms, Reports or Logs (If Not Provided) | Coordination With PO | B.(w) | | As Required |
| Coordination of Routes, Sequencing Schedules for Patrols | Report | B.(x) | | 3 Days After Contract Award & As Required |
| Badge Access Monitoring Report (Conducted twice weekly) | Report | B.(y) | 1 | As Requested by PO |
| Report of Loss or Theft (EPA Form 1480-38) | Report | C.(d)(1)(x) | 1 | Within 48 hours or Proj. Off. Request |
| Monthly Unannounced Visit Summary Report | Report | C.(d)(1)(xv) | 1 | End of Each Month |
| Daily Inspection Report | Report | C.(d)(1)(xvi) | 1 | End of Each Month |
| Employee Work Schedule Request | Report | C.(d)(1)(xvii) | 1 | Upon CO/PO |
| Satellite Facility Security Surveillance Report | Report | C.(d)(1)(xviii) | 1 | Daily |
| Parking Citations | Citations | C.(d)(1)(xvix) | - | Daily by 3:30 p.m. |
| Employee Qualifications & Training Log | Log | E, 1st Paragraph | - | Upon PO Request |
| Mobile Patrol-Activity Report | Report | Appendix III, A(j) | 1 | Daily |

| | | | | |
|----------------------------------------------------------|---------------|-----------------|---|--------------------------------------------------------------------|
| Cell Phone Numbers and Pager Numbers | Report | H.(b) and H (d) | 1 | Prior to contract performance and as changes occur |
| Property Reports | Reports | G | 1 | Annually - By October 31 |
| List of Firearms Serial Numbers | Report | H.(e) | 1 | Beginning of contract performance & upon changes to the list |
| PERSONNEL: | | | | |
| Chief Supervisor, New Employee Certification | Certification | E.(a)(1) | 1 | 10 days before Assign. to Duty |
| Semi-Annual, In-Service Training Plan & Certification | Training Plan | E.(c)(2) | 1 | Two weeks prior to six-month contract period |
| " " | Certification | E.(c)(2) | 1 | One week after training |

ATTACHMENT 3

GOVERNMENT FURNISHED PROPERTY

ATTACHMENT 4

WAGE DETERMINATION/COLLECTIVE BARGAINING AGREEMENT

ATTACHMENT 5

NORTH CAROLINA PRIVATE PROTECTIVE SERVICES BOARD, CHAPTER 74C, PRIVATE
PROTECTIVE SERVICES ACT

ATTACHMENT 6

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____

of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested
are for appropriate purposes and in
accordance with the agreements set forth
in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000

per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing

the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.

(12) Official title.

(13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 7

PERFORMANCE REQUIREMENTS STANDARDS

QUALITY ASSURANCE SURVEILLANCE PLAN:

This Quality Assurance Surveillance Plan is for Information Purposes Only. The content is non-negotiable and may be revised by the Government at any time.

ACCEPTABLE QUALITY LEVELS AND DEDUCTION SCHEDULE:

This contract is instrumental in the effective operation of the facilities identified in this contract. As such, the security of persons and property identified in the contract demands that the Contractor fully comply with the contract terms and conditions.

The Contractor may only bill as stated in The Schedule. However, the deductions described in the Surveillance Checklist & Deficient Performance Chart below are for billed services not performed to acceptable quality standards and result in;

- (a) degradation in value of those services and
- (b) anticipated loss of time and its associated cost for the Government to deal with the performance deficiencies

The method of surveillance for all of the below performance standards will be continuous involvement of the Project Officer in monitoring contractor's performance. Government action will only be taken on an exception basis when the Contractor is determined by the Government to be non-compliant.

The reference to "year" in the Surveillance Checklist & Deficient Performance Chart, refers the contract performance period year.

Computation of Government Deduct Rate:

The Government's Deduction Calculation is based on the calculated cost for the Government to provide that service in the absence of a contract employee or the additional time required for Government employee(s) involvement. For certain deficiencies, the specified deduction value is the loaded hourly labor rate as proposed in the Contractor's proposal. This rate will be assessed at a minimum of a one (1) hour increment.

**SURVEILLANCE CHECKLIST &
DEFICIENT PERFORMANCE CHART**

*** To Be Determined at contract award.**

| PERFORMANCE STANDARD DEFICIENCY | CONTRACT REQUIREMENT REFERENCE | MAXIMUM ALLOWABLE DEVIATION | BASE FOR DEDUCTION CALCULATION |
|------------------------------------------------|-----------------------------------------------|--------------------------------------------|-----------------------------------------------|
| Untrained personnel | A.(c), B.(n), C.(d)(1)(i), | 0 | Hourly rate: Minimum of _ * __ hours. |

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Non-compliance, by any employee, with required laws, regulations, including NCPPSB, or Post Orders | A.(d) and A.(g), E.(b)(1) | 0 | Hourly rate and possible removal |
| The contract supervision is ineffective in managing the security force based on the Government's determination of significant deficiencies in one or more contract requirement(s). | C.(d)(1) (all) or | 0 | Contractor shall meet with the Government and discuss the Contractor's plan for improved supervision. Lack of significant improvement within one week will result in a deduction of _____ * _____ |
| Employee does not fulfill the requirements of these SOW Sections | A.(h), C.(a), C.(b), C.(d)(1)(ii), , C.(d)(2)(i), | 0 | Hourly rate, retraining, and/or removal |
| Employee (including supervisor) does not meet the minimum employment qualifications | C.(d)(1)(iii), C.(d)(1)(xx), C.(d)(1)(xxi), C.(d)(2)(ii), D.(a)(1) all, D.(a)(8), E.(a)(2)-(9), E.(c) all | 0 | Hourly rate. Minimum hours: __ * __, and take corrective action or possible disqualification, as appropriate, dependent upon the deficiency |
| Allowing unauthorized access to Government premises or buildings | B.(b) | 0 | Hourly rate. Minimum hours: __ * __ |
| Allowing unauthorized access to or removal of Government property | B.(c) | 0 | Hourly rate. Minimum hours: __ * __ |
| Ineffective response to emergencies, situations or occurrences adversely affecting security or safety | B.(f), B.(j), B.(n) B.(o), B.(p), B.(v) | 0 | Hourly rate. Minimum hours: __ * __ |
| Employee works more than 12 hours (without verbal approval from the Project Officer) in a 24 hour period | C.(c) | 0 | Hourly rate. All hours worked over 12 hours |
| Non-compliance with EPA Post Orders | C.(d)(1)(ix), | 4 per year | Hourly rate. Minimum hours: _ * _ |

| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------|
| Lack of availability of Chief Supervisor or required notification in his/her absence | C.(d)(1)(xii), C.(d)(1)(xiii), C.(d)(1)(xiv) | 2 per year | Hourly rate. Minimum hours: _ * _ |
| Non-compliance with supervisory requirements | C.(d)(1)(xv), C.(d)(1)(xvi), D.(a)(7), E.(a)(1), E.(a)(10) & (11) | 3 per year | Hourly rate. Minimum hours: _ * _ |
| Non-compliance with uniform requirements | D.(a)(2)(i) through D.(a)(2)(vi) | 3 per year | Hourly rate for each deficiency |
| Ineffective maintenance of Employee files or Employee Qualifications & Training Log | E. 1st paragraph | 3 per year | Hourly rate. Minimum hours: _ * _ |
| Non-compliance in maintaining an on-call Reserve Guard Force at all times | | 0 | Hourly rate. Minimum hours: _ * _ |
| Contractor furnished equipment, materials, and supplies are insufficient to successfully perform the contract requirements | H. (all) | 2 per year | Hourly rate. Minimum hours: _ * _ for each deficiency |
| Lack of timely compliance for submittal of reports, logs, or certifications | Attachment 2 and related SOW | 4 per year | Hourly rate. Minimum hours: _ * _ for each deficiency |
| | | | |

ATTACHMENT 8

PAST PERFORMANCE REFERENCE LETTER & QUESTIONNAIRE

CLIENT AUTHORIZATION LETTER

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's Request for Proposal (RFP) No. PR-NC-03-10224 for the procurement of Personnel Counseling Services. The EPA is placing increased emphasis on past performance as a source selection factor in their acquisitions. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

For the above cited RFP, EPA has asked that we send the attached form to our references for completion. This form requires completion and submittal to the following EPA address by June 3, 2003 in order for the information to be considered in our past performance evaluation.

Request the attached form be completed and returned to the following EPA address so that it arrives no later than the above cited date:

U.S. Environmental Protection Agency
Attention: Linda Pierce/Mail Code: E105-02
RTP, Procurement Operations Division
Research Triangle Park, NC 27711

Electronic submittals should be sent to the following email address: pierce.linda@epa.gov with a copy to vogel.lauranne@epa.gov.

If you are contacted by EPA for information on work we have performed under the contract for your company after they receive your submittal, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to the following: _____.

Sincerely,

PAST PERFORMANCE QUESTIONNAIRE**S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N****(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)****Name of Offeror:** _____**Contract Number:** _____**Contract Title:** _____**Contract Value:** _____**Type of Contract including Services Provided:** _____**Period of Performance:** _____

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

| Performance Elements | Not Applicable | Outstanding | Satisfactory | Unsatisfactory |
|-----------------------------------------------------------|-------------------|-------------|--------------|----------------|
| 1. Quality of Product or Service | | | | |
| 2. Timeliness of Performance | | | | |
| 3. Effectiveness of Management (including subcontractors) | | | | |
| 4. Initiative in Meeting Requirements | | | | |
| 5. Response to Technical Direction | | | | |
| 6. Responsiveness to Performance Problems | | | | |
| 7. Compliance with Cost Estimates | | | | |
| 8. Customer Satisfaction | | | | |
| 9. Overall Performance | | | | |

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with this firm again?

14. Information provided by:

Agency/Firm

Name

Title

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers